**CHEROKEE NATION CULTURAL & ECONOMIC DEVELOPMENT, L.L.C.**

**REQUEST FOR PROPOSAL**

**PROJECT NAME: Museum Management**

**RFP NUMBER: 153217**

**DATED: February 6, 2025**

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**1.0 INTRODUCTION**

**1.1 Company**

Cherokee Nation Cultural and Economic Development ("CED") is a tribally owned holding company of the Cherokee Nation, the largest Native American tribe in the United States. It is dedicated to preserving and promoting Cherokee history, art, and culture. The tribe's rich heritage is its foundation, and it guides CED every day.

CED’s business initiatives demonstrate its steadfast commitment to cultural preservation and increasing economic opportunities in the Cherokee Nation. CED's work is vital to ensuring Cherokee culture survives and thrives for future generations.

**A bit about the Cherokee Nation**

The Cherokee Nation is the federally recognized government of the Cherokee people and, as such, has sovereign status granted by treaty and law. Its capital is in Tahlequah, Oklahoma. Cherokee Nation has operated under a constitutional form of government since 1827. Today, there are more than 450,000 registered Cherokee Nation citizens, making it the largest Native American tribe in the United States.

**1.2 Contact**

**A**ll questions related to this document should be directed to Amy Eubanks at amy.eubanks@cn-bus.com.

**1.3 Business Objective**

This Request for Proposal (RFP) aims to solicit bids from qualified vendors to provide and implement a comprehensive Museum Management Software (MMS) solution. The goal is to enhance operational efficiency, improve visitor engagement, streamline collections management, and provide data-driven insights for decision-making. The selected software should support key museum functions, including collection tracking, membership management, and educational programming. The solution must be scalable, user-friendly, and able to integrate with existing systems, ensuring a seamless experience for staff and visitors. We seek a partner who can deliver a flexible, secure, and robust system that meets the evolving needs of our museum, fostering growth, innovation, and an exceptional visitor experience.

**2.0 Instructions to Bidder**

**1.00** **DEFINITIONS**

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

1.02 "Company" refers to Cherokee Nation Cultural & Economic Development, L.L.C. or the wholly owned entity soliciting bids and/or proposals for the work described in the Statement of Work.

1.03 "Company Representative" refers to the Company personnel designated as the Project Manager, Solicitation to Bid, or other authorized representative of the company as may be specified in writing.

1.04 "Contractor" refers to the party acting directly or through agents, subcontractors, or employees and is currently under Contract with the company or, upon the award of the bid, will enter into a contract directly with the company.

1.05 "Subcontractor" refers to the party contracting with the Contractor for any part of the work as defined in the Statement of Work.

1.06 "Work" includes all services to be performed or things to be furnished by the Contractor, or both services and things, as the context reasonably requires, including all supervision, labor, materials, supplies, tools, equipment, light, water, fuel, power, heat, transportation, or other facilities necessary for the discharge of all of Contractor's obligations as described in the Statement of Work.

**2.00 DESCRIPTION OF WORK**

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

**3.00 FAMILIARITY WITH RFP DOCUMENTS AND PROPOSED WORK**

3.01 The bidder has the responsibility for examination of all RFP Documents, inspection of all work sites, and familiarization with all conditions concerning the work. Failure or neglect of the bidder to discharge this responsibility will not excuse nonperformance.

3.02 The bidder has the responsibility to estimate the time and quantities of work required to complete the work. Failure or neglect of the bidder to discharge its responsibility will not excuse nonperformance.

3.03 Company may require prospective bidders to complete a Non-Disclosure Agreement prior to providing the Statement of Work to a prospective bidder.

**4.00 BIDDING INSTRUCTIONS**

4.01 If applicable, the bidder shall make its bid by inserting the bidder's figure in the applicable blanks of the Bid Response provided in the Statement of Work, by initialing those inserted figures, by completing any forms, and by returning the completed Bid Schedule to the company. This might not pertain to all Bid Responses.

4.02 The bidder must furnish with its bid, a completed, signed Business Relationship Affidavit, a copy of which is included in the RFP Documents as Section VI.

4.03 The bidder must furnish with its bid, a completed, signed Non-Collusion Affidavit, a copy of which is included in the RFP Documents as Section VI.

4.04 If applicable, the Bid Schedule must be completed in ink or by printer. The Bid Price on the Bid Schedule must be stated in words and figures, in case of a conflict words will take precedence. No alterations, additions or erasures shall be made on the Bid Schedule. Erroneous entries shall be lined out, initialed by the bidder and the correct entry inserted.

4.05 If applicable, all names on the Bid Schedule must be typed or printed below the signature.

4.06 If applicable, the Bid Schedule shall contain an acknowledgment of receipt of all Addenda (the numbers of which shall be filled in on the Bid Schedule).

4.07 If applicable, the address to which communications regarding the Bid Schedule are to be directed must be shown.

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

**5.00** **QUALIFICATION OF BIDDERS**

5.01 No bid will be accepted unless the bidder can, if requested, show to the satisfaction of the Company evidence of its experience and familiarity with work of the character specified. This may include, at the company's option, evidence of similar work by its firm (or principal employees) that has been performed satisfactorily and completed during the past five (5) years.

5.02 No bid will be accepted unless the bidder can show to the satisfaction of the Company evidence of its financial ability to perform the work, successfully and properly, to completion.

5.03 If bidder has a parent company or relies on a parent company to obtain or fulfill any of the work to be contracted, then company has the right to required bidder's parent company to provide guarantee of bidder's proposal and the performance of any obligations arising under a Contract Agreement if bidder has been awarded the bid.

5.04 If awarded the bid, bidder, and any subcontractors of bidder in the performance of the work shall, to the greatest extent feasible, give preference to Indian organizations, Indian-owned enterprises, and individuals as certified by TERO. First preference shall be given to members of the Cherokee Nation and their businesses. Second preference shall be given to members of all other federally recognized tribes.

**6.00** **INTERPRETATIONS**

6.01 All questions about the meaning or intent of the RFP Documents shall be submitted to the Company Representative in writing. Replies will be issued by Addenda mailed to, delivered, or sent by facsimile to all parties recorded by company as having received the RFP Documents. Questions received less than two days prior to the date for opening of bids will not be answered. Only questions answered by formal written Addenda will be binding. Oral and other interpretations or clarifications will be without legal effect.

**7.00** **CONTRACT TIME**

7.01 If applicable, as required in the Statement of Work, the number of days within which the work is to be completed, or the date by which the work is to be completed shall be provided as set forth in the Bid Schedule and will be included in the Contract Agreement.

7.02 If a Project Schedule is required or a Date of Substantial Completion is defined per the Statement of Work, then the Contract Time for the work to be performed shall be considered a material consideration in the award of the bid.

**8.00** **LIQUIDATED DAMAGES**

8.01 Provisions for liquidated damages, if any, will be specified in the Statement of Work and/or as set forth in the Contact Agreement.

**9.00** **SUBSTITUTE MATERIAL AND EQUIPMENT**

9.01 If material and equipment as described in the Statement of Work are a basis for award, then the Contract, if awarded, will be on the basis of material and equipment described in the Statement of Work and Specifications without consideration of possible substitute or "or-equal" items. Whenever it is indicated in the Statement of Work and Specifications that a substitute or "equal" item of material or equipment may be furnished or used by a Contractor if acceptable to company, application for such acceptance will not be considered by company until after the effective date of the Contract Agreement.

**10.00 REJECTION OF BIDS**

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

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

**11.00** **BIDS TO REMAIN OPEN**

All bids and pricing submitted under this RFP shall remain valid and open for **Nine (9) months** after the day of the bid opening, but company may, in its sole discretion, release any bid prior to that date.

**12.00 AWARD OF CONTRACT**

* 1. Company reserves the right to reject any and all bids, to waive any and all bid document requirements and to negotiate Contract terms with the successful bidder, and the right to disregard all nonconforming, nonresponsive, or conditional bids. Discrepancies between words and figures will be resolved in favor of words. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum.
	2. Company reserves the right to issue one award, multiple awards, or reject all bids. All quotes are subject to negotiation prior to award. Awards may be issued without discussion of quote received, and quotes should initially be submitted on the most favorable terms from a price and technical standpoint.
	3. In evaluating bids, company shall consider the qualifications of the bidders and whether or not the bids comply with the prescribed requirements.
	4. Company may consider the qualifications and experience of subcontractors and other persons and organizations (including those who are to furnish the principal items of material or equipment) proposed for those portions of the work as to which the identity of subcontractors and other persons and organizations must be submitted. Operating costs, maintenance considerations, performance data and guarantees of materials and equipment may also be considered by company.

12.05 Company may conduct such investigations as it deems necessary to assist in the evaluation of any bid and to establish the responsibility, qualifications, and financial ability of the bidders, proposed subcontractors and other persons and organizations to perform the work in accordance with the terms of a Contract Agreement and to company's satisfaction within the prescribed time.

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

12.07 A Contract Agreement along with the terms and conditions of such agreement will be negotiated upon award. Company may rescind the award of a bid for failure to agree upon the terms of the Contract Agreement within a reasonable period of time or for bidder's failure to negotiate in good faith or timely respond to requests or inquiries of company. Prior to the execution of a Contract Agreement by an authorized representative(s) of each party, the successful bidder shall not perform any services, conduct any business on Company property or acquire or procure any supplies, materials, or equipment on behalf of company to be used in performing the work as bid, unless specifically requested by an authorized Company Representative in writing. Company will notify the successful bidder in the Statement of Work or Notice of Award that additional executive or board of directors' approval will be required prior to negotiating the terms of a Contract Agreement. In the performance of the work awarded, Company, Contractor and its subcontractor(s) shall, to the greatest extent feasible, give preference to Indian organizations, Indian owned enterprises, and individuals. First preference shall be given to members of the Cherokee Nation. Second preference shall be given to members of all other federally recognized tribes.

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

**13.00 BEGINNING WORK**

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

**15.00 RETURNING OF RFP DOCUMENTS**

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

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

**16.00 INVOICING REQUIREMENTS**

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

**3.0 Requirements**

**Scope of Work**

This Request for Proposal (RFP) is seeking a comprehensive Museum Management Software (MMS) solution to support a variety of operational functions and integrate with current systems and workflows. The MMS should also support integration with marketing tools for promotion and provide ticketing options (with Eventbrite integration or other compatible platforms). The system should include transaction processing for artworks available for purchase and provide robust analytics tools to measure visitor engagement with exhibits.

For Visitor Management, the solution should provide a user-friendly interface for managing visitor entry, even though no tickets are currently required for museum entry. The system must include visitor tracking capabilities to analyze audience demographics, with examples of how this data can be collected and reported. For Class Scheduling, the system should integrate with the current Visit Cherokee Nation website and support robust scheduling for in-person and online educational programs, resource management, attendance tracking, and waitlist management. The solution should also include a comprehensive reservation system that ties back to the MMS to enable seamless transaction processing for class enrollments, ticket counts, and online portals.

Regarding Membership Management, the solution should support customizable membership benefits, renewal reminders, and member communication. For Financial Management, the system should offer financial reporting, budgeting tools, and integration with existing accounting systems. The Point of Sale (POS) Integration must ensure seamless transaction processing across sales points, synchronize inventory management in real-time, and integrate member discounts, receipt generation, and reporting features.

The system should prioritize Accessibility and Inclusivity, including multilingual support (with potential for Cherokee language inclusion, where translations can be provided), and adhere to CED and industry-standard security measures. The software must be fully cloud-based, ensuring accessibility and eliminating the need for on-premises servers. It should be compatible with hardware such as scanners and printers and include API support for integration with systems like CRM and ticketing.

For Education and Outreach, the system should offer tools for managing educational programs, workshops, guided tours, and community engagement, particularly with schools. Analytics and Reporting features should provide advanced tracking of visitor behavior, exhibition success, and class attendance, with customizable reports. Mobile Accessibility should be available, ensuring visitors and staff can access the system via mobile apps and responsive interfaces on multiple devices, including support for QR codes at exhibits.

The solution must comply with relevant Regulatory Compliance standards, including data protection and privacy measures, and be scalable to accommodate future growth, particularly in cloud-based environments. The vendor must provide comprehensive User Training and Support, including onsite implementation, personalized training for staff at each location, and white-glove support. The vendor will also perform software updates, including security patches, to ensure the system remains secure and up to date.

The Go-Live date is May 31, 2025, but CED is open to vendor recommendations based on similar implementations.

Vendors who can provide a solution that integrates the requirements of the Retail POS and Museum Management RFPs will be given preference.

**3.1 Required Features**

The CED Museum Management solution must meet the following requirements:

**3.1.a Service Provider Requirements**

* 1. Art Show Management – Data will feed into the Visit Cherokee Nation website where this is managed today.
		1. Specialized features for scheduling, planning, and managing art shows.
		2. Integration with marketing tools for promotion.
		3. Ticketing options for art show events.
		4. Support for interactive exhibits within art shows.
		5. Sales and transaction processing for artworks available for purchase.
		6. Analytics tools for measuring visitor engagement with art exhibitions.
	2. Visitor Management – All museums are currently free, and no tickets are used today.
		1. User-friendly interface for event booking, ticketing and entry management
		2. Create reservations across multiple museum locations and generate tour itineraries (not a requirement, but this functionality is desired)
		3. Visitor tracking and analytics to better understand audience demographics. Please provide examples of the output of this data and how it would be collected; keep in mind that tickets are not sold/provided for museum entry.
	3. Class Scheduling – Go to VisitCherokeeNation.com to see how this works today. The goal is to integrate with the new MMS.
		1. Robust class scheduling functionality for educational programs, both online and in person.
		2. Integration with calendar systems for easy scheduling and coordination.
		3. Resource management for efficiently allocating classrooms, equipment, and staff.
		4. Attendance tracking and waitlist management.
		5. Seamless enrollment transaction processing at gift shops, ticket counters, and online portals.
		6. Ability to generate refunds at different prices based on cancelation timing to the event.
	4. Membership Management – Provide details if possible (not required for RFP Bid to be considered).
		1. Management of membership programs with customizable benefits.
		2. Renewal reminders and member communication tools.
	5. Financial Management – Provide details if possible (not required for RFP Bid to be considered).
		1. Comprehensive financial reporting and budgeting tools.
		2. Integration with accounting systems for seamless financial management.
	6. Integration with Point of Sale System – **RFP Open for POS System**
		1. Seamless transaction processing at gift shops, ticket counters, and sales points.
		2. Inventory management synchronization for real-time tracking.
		3. Integration with membership management for various discounts, including members and Cherokee citizens.
		4. Receipt generation, refund handling, and sales reporting.
		5. Integration with financial systems and role-based access controls for security.
	7. Accessibility and Inclusivity
		1. Multilingual support for a diverse audience.
		2. Ability to include Cherokee Language; the CED team will provide translations.
	8. Security and Compliance
		1. Data Encryption: Robust encryption of customer data and transactions.
		2. Compliance Standards: Adherence to industry standards
		3. Access Controls: Implementation of access controls and user permissions for data integrity.
		4. Regular Security Updates: Consistent updates to address vulnerabilities and maintain security. Include a typical patch/update schedule.
		5. Audit Logs: Maintain detailed audit logs for tracking user activities and access.
	9. Technology Integration
		1. Fully accessible cloud-based management with no on-premises servers to maintain
		2. Compatibility with hardware such as scanners and printers. – please provide details of what is NOT compatible.
		3. API support for integration with other systems (e.g., CRM, ticketing).
	10. Education and Outreach
		1. Tools for educational programs, workshops, and guided tours.
		2. Outreach features to engage with the community and schools.
	11. Analytics and Reporting – Provide examples of out-of-the-box reports and ease of use to create custom reports.
		1. Advanced analytics for visitor behavior, exhibition success, and class attendance.
		2. Customizable reports for different stakeholders.
	12. Mobile Accessibility (phones, tablets, android/apple, QR Codes at different artifacts)
		1. Mobile app support for both visitors and staff.
		2. Mobile-friendly interfaces for accessibility on various devices.
	13. Regulatory Compliance
		1. Data protection and privacy measures.
	14. Scalability
		1. Options for cloud-based solutions to facilitate scalability.
	15. User Training and Support
		1. The selected vendor must be on site for the product's implementation and provide in-person training, which may be the white glove for each location and not a joint training session.
		2. The selected vendor should perform all software updates, as soon as they become available, including security patches.

**3.3 Project Management**

CED understands that each vendor will bring its methodology to the project; however, the solution must include the following:

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

**3.4 Key Deliverables**

* Installation/Configuration
* Training
* Technical Support
* A project plan including milestones and completion date(s)
* Maintenance Agreement

**3.5 Project Completion Criteria:**

* CED and IT management agree on a plan to accomplish system functionality and approve its implementation.
* CED management reviews for data accuracy, documented implementation plan, and a fully configured system in operation.
* All customizations are fully documented and transitioned to CED IT support personnel.
* CED management sign-off on documentation, the project plan, and a functioning system in place.

**3.6 Assumptions**

* The Retail POS shall always be available 24/7/365. Please provide your service/maintenance/availability expectations.
* Cutovers will happen after hours to minimize impact on business.
* The desired system will be easy to navigate.
* The desired system will not show degradation with up to **20** users concurrently logged in simultaneously across up to 15 sites
* The system shall use English as the primary language.
* The system shall use U.S. currency.
* The system must be available on mobile platforms for authorized users.
* Provide customized and analytical reporting options.

**3.7 Dependencies**

* Interface with Existing Systems.

**3.8 Technical**

* Preference will be given to SaaS-based cloud solutions with a demonstrated architecture and integration strategy that shows a clear path to supporting CED’s existing infrastructure and business model.
* Any solution must be capable of restoring the database within 24 hours of system failure.
* The application must run over a wide area network (WAN).
* CED will provide the vendor team with timely access to the environment 24/7/365 to troubleshoot and resolve technical issues.
* CED should be able to contact the vendor for timely issue resolution and escalation when needed.
* The vendor should offer system updates or patches as soon as they are available to address critical system issues as required.
* The vendor should provide priority guidelines for their system.

**3.9 Critical Success Factors**

* Prompt resolution of issues and decisions
* Clearly articulated long-term support strategy that shows expected response times and SLAs for standard business changes and priority issues/incidents.
* Project deadlines met
* Harmonious relationships maintained among the project teams
* Top management support of the project team and implementation
* A committed project team of subject matter experts, augmented by business owners and IT personnel where necessary
* 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 partnership

**4.0 RFP GENERAL INFORMATION**

**4.1 RFP Overview**

The goal of this Request for Proposal (RFP) is to determine if your services meet CED's functional and technical needs. Please submit any additional information you deem appropriate for this project.

Any user documentation submitted with your proposal will be returned upon written request. All other materials provided will become CED's property and will not be returned to the vendor.

Return bids are due no later than 4:00 p.m. CST on February 19, 2025. All bids shall be submitted by email using the following address: CED\_Mus.tdeqhr3tt3p1ml4z@u.box.com

All proposals shall be submitted to this address only. Please **do not copy the buyer or anyone within CED on your submittal,** or your bid will be disqualified. Bid responses will be valid nine months from the due date. All required documents, including business relationship and non-collusion affidavits, are attached **and must** be filled out and returned via Box with the bid before the bid closing date. Failure to return these required documents with all questions answered before bid closing will disqualify the bid. Any queries must be submitted via email. Verbal questions will not receive a response.

RFP responses should include all requested information. This information will be confidential and will not be available to other vendors. Likewise, the vendor agrees to hold in confidence 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. CED reserves the right to issue one or multiple awards or reject all responses. CED reserves the right to make partial awards, award all work, split awards, reject all bids, waive all bid document requirements, negotiate contract terms with the successful bidder, and 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 will be decided in favor of the correct sum. The vendor is responsible for all costs they incur in preparing their response to this RFP, including but not limited to demos and testing of their product(s) onsite at the CED-designated test location during the evaluation/selection period. Any questions regarding this RFP should be communicated via email to amy.eubanks@cn-bus.com.

**4.2 RFP Format**

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

* CED Retail POS System

**4.3 RFP Timetable**

The timetable below is subject to change, but if any modifications to the project schedule are made, they will promptly be communicated to all bidders.

* February 6, 2025 – RFP posted
* February 10, 2025 – 1 p.m. CST mandatory pre-bid call.
* February 13, 2025 – Supplier questions due by 4 p.m. CST
* February 17, 2025 – CED responses to suppliers via electronic delivery
* February 19, 2025 – Bid responses are due to CED by 4 p.m. CST
* February 20-26, 2025 – Supplier de-scope/demos with the CED team
* February 27-March 3, 2025 – Vendor selection and notification
* March 4-12, 2025 - Contract negotiation and signature
* March 13-May 19, 2025 – Implementation
* May 31, 2025 – Go Live

**Mandatory pre-bid login information:**

Meeting ID: 226 011 576 644

Passcode: E9TQ7eG9

**Dial in by phone**

+1 945-468-5504,,125057088# United States, Dallas

Phone conference ID: 125 057 088#

**Join on a video conferencing device**

Tenant key: cn-bus@m.webex.com

Video ID: 118 489 518 2

**4.4 RFP Response**

* The response will include itemized pricing for:
	+ Hardware
	+ Software
	+ Implementation
	+ Training (if applicable)
	+ Yearly support and maintenance costs (provide 1, 2, and 3-year options)

The high-level descriptions of criteria that will be considered in evaluating proposals are outlined below, not necessarily in order of importance.

* 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
* CED's preference is a vendor with significant multiple company experience and clients
* Have a collaborative mindset that enables CED to implement and support the process/application effectively

**4.5 Contractual Issues**

Cherokee Nation Cultural & Economic Development, LLC, and the vendor will negotiate mutually agreeable terms and conditions upon award. After the award, all work products will become CED property. The 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.

**4.6 Security and Control**

Specifications summarize the security level for confidential and sensitive information in applications and functions. Define what controls are provided to ensure data integrity and protection within the system.

**4.7 Training**

* Create a customized training manual and provide it in PDF or M.S. Word.
* The vendor will provide hands-on system training and internal IT support to staff before the go-live date.

**4.8 Documentation**

The vendor must provide complete and thorough documentation that addresses any technical, configuration, development, or functional change to the system. The vendor must document all customizations, process/workflow creation/changes, and change justification. The documentation must also include a step-by-step change analysis with visual examples where appropriate. All changes must be mutually agreed to between the vendor and CED.

**4.9 Design Approach and Strategy**

Each potential vendor must describe their design approach and strategy in detail, including a list of the key advantages of their methodology. In addition, the vendor must describe the deployment strategies for automating manual processes and onboarding all entities.

**4.10 Roles and Responsibilities**

Each vendor must define the expected roles and responsibilities of their project team. This information should be presented in a table, indicating the roles and their projected timelines.

**4.11 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 the 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 superseding Cherokee Nation law regarding Labor and the Employment Rights Ordinance and Declaring an Emergency. The complete Act is available at our website or by contacting the TERO OFFICE at Tahlequah 918.453.5000.

**4.14 Rejection of Bids**

CED reserves the right to reject any bids when such rejection is in the best interest of CED. All bids are received subject to this stipulation, and CED reserves the right to decide which bid shall be deemed the lowest and best. A violation of any of the following provisions by the bidder shall be sufficient reason for rejecting their bid or shall make any Contract between CED and the Contractor that is based on their bid null and void: (i) divulging the information in said sealed bid to any person, other than those having a financial interest with them in the 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 previous list is non-exhaustive, and CED reserves the right to reject a bid or nullify any Contract between CED and the bidder based on their bid for any other reason it deems is in the best interest of the CED.

**5.0 Vendor's Response to RFP**

**5.1 Format of Vendor's Response**

Please follow the format described below. The RFP responses will be submitted to the Box email address in section 3.1 above. Responses to this RFP should address all deliverables listed in the RFP. CED may include the vendor's response to this RFP as an addendum to any potential contract. The RFP response packages must arrive by 4 pm CST on February 19, 2025.

**5.2 Introduction and Vendor Background**

Please complete the following questions to provide CED with a thorough understanding of your company's history and background. Tables 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**

|  |
| --- |
| The proposed implementation effort's overall scope and projected cost are detailed by product. The document should summarize the strategy in non-technical terms and state specific reasons. It should also state why the vendor's proposal best satisfies CED's needs. |
|  |

**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 financial stability statement by the vendor's independent auditors will be adequate. |
|  |

**5.23 Organization Chart**

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| --- |
| 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**

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| --- |
| Identify the organization's principals and the project team members responsible for all aspects of the proposed implementation. |
|  |

**5.25 Implementations**

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| --- |
| Provide a list of the two most recent implementations. This list should include a brief description of the functional enhancements and timelines for the implementation. |
|  |

**5.26 Team Members**

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| --- |
| For review, provide names and resumes of all key personnel and the proposed project team members. |
|  |

**5.27 References**

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| --- |
| Please identify three references that CED can contact to discuss their project. In addition, please provide a list of comparable customers.  |
|  |

**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:  |  |
| Number of Current/Past Clients Implementing this Version of the Software:  |  |

**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 additional information regarding your design experience for companies with similar challenges to CED.

**5.31 Design Experience**

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| --- |
| Describe what services you, the vendor, typically provide 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 CED provide to assess and design the financial upgrade. Identify the number of personnel and skill level required by the task. |
|  |

**5.4 Training Experience**

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

**5.5 Project Costs**

The vendor should provide hourly rates for their respective personnel. Please provide a detailed description and cost of the proposed evaluation, design, and upgrade project. These costs should include defining/implementing best practice business processes, analysis, design, testing, etc. A total estimation of time and cost is also required. After the bid submission is reviewed, a de-scope meeting or clarifications may be obtained. The bidder should be prepared to be responsive per the timeline provided.

**5.6 CED Application Security Standards**

Suppliers must confirm that they can meet these requirements in written form.

**5.7 IT Security Questionnaire**

Suppliers must confirm that they can meet these requirements in written form.

**5.10 System Topology / Application Flow**

Vendor to provide system topology map and application flow as part of RFP

**5.11 RFP Certification**

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| --- |
| The vendor must certify 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 BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

**CONFIDENTIALITY AND BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

In connection with discussions and/or negotiations between the responding entity (“Bidder”) and the applicable Cherokee Nation entity (“Company”) (individually “Party” or collectively “Parties”) regarding

**PROJECT NAME:**

**RFP NUMBER:**

Each Party agrees that any written information, drawings or data disclosed by the other Party as well as all information becoming known to either Party concerning the other Party’s inventions, discoveries, improvements, methods, business plans, ventures, practices, enterprises, or operation, or any other information affecting the business operations of the other Party shall be deemed to be confidential and proprietary information owned by such Party, and shall be protected by the receiving Party in the same manner and with the same degree of care the receiving Party treats its own confidential or proprietary information (“Confidential Information”). The receiving Party agrees to and shall be fully responsible for all Confidential Information of the disclosing Party in the receiving Party's possession and the receiving Party shall promptly upon demand, return all such Confidential Information and reproductions therefrom to the disclosing Party or destroy the Confidential Information and certify such destruction to the disclosing Party. If either Party loses or makes an unauthorized disclosure of the other Party's Confidential Information, it shall notify such other Party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Confidential Information.

Confidential Information shall not be disclosed, except to the extent required by law, to any third person or entity without the prior written consent of the disclosing Party other than to those directors, officers, employees, affiliates, agents or consultants with a need to know the Confidential Information in connection with the project referenced above. Except as permitted in the previous sentence, prior to disclosure to any such third person or entity, such third person or entity must have agreed in writing to treat the Confidential Information as confidential in the same manner as required of the receiving Party. The Parties shall use the Confidential Information only in connection with continuing discussions by the Parties concerning the Project, except as may otherwise be mutually agreed upon in writing.

Confidential Information shall be treated in the manner specified above until such time as such Confidential Information: (i) is otherwise available in the public domain; (ii) is established to have been lawfully known by the receiving Party prior to receipt of such Confidential Information from the disclosing Party or becomes known by the receiving Party through a third party not subject to the non-disclosure requirements of this Agreement; (iii) is developed by or on behalf of the receiving Party independent of any Confidential Information furnished by the disclosing Party under this Agreement or (iv) is required to be released by a valid law, regulation or court order, and sufficient notice is given by the receiving Party 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.

The receiving Party acknowledges that in the event of an unauthorized disclosure, the damages incurred by the disclosing Party may be difficult if not impossible to ascertain, and that the Disclosing Party may seek injunctive relief as well as monetary damages from the receiving Party. Neither the disclosure of Confidential Information, nor the ongoing discussions and correspondence between the receiving Party and the disclosing Party, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies.

Neither Party shall be: (a) 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; or (b) liable to or through the other Party for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.

This Agreement shall be binding upon Company with regard to the Project as if executed by Company and shall become effective upon signature by Bidder (“Effective Date”). The Agreement shall continue in force until terminated by either Party, notice is provided by Company that Bidder was not the winning bidder, or until superseded by a subsequent non-disclosure or definitive agreement containing confidentiality provisions. The obligations of the parties shall survive and continue beyond the expiration or termination of the Agreement for a period of two (2) years with regard to Confidential Information.

NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY OR

PRESENTED IN THE BID PROPOSAL DOCUMENTATION, NEITHER 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.

The Parties acknowledge that this Agreement does not restrict the ability either 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.

The Parties agree that this document may be electronically signed and that signatures appearing on this document are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility.

SIGNED: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 TITLE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 DATE: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_