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**CHEROKEE NATION BUSINESSES, L.L.C.**

**REQUEST FOR PROPOSAL**

**PROJECT NAME: ServiceNow Integration**

**RFP NUMBER: 139166**

**DATED: 5/28/2021**

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## 1.0 INTRODUCTION

### 1.1 Company

Cherokee Nation Businesses, L.L.C. (“CNB”), a wholly owned tribal corporation of the Cherokee Nation and its subsidiaries and affiliates are requesting proposal for consulting, design and development services to integrate Oracle Cloud HCM to downstream systems using Integration Hub.

### 1.2 Contact

All questions related to this document should be directed by email to Talia Myres at the following address: [talia.myres@cnet.com](mailto:talia.myres@cnet.com). No verbal questions will be addressed.

### 1.3 Business Objective

Enhance operational efficiency and reduce middleware by streamlining our integrations processes.

## 2.0 Requirements

| <i>Number</i>       | <i>Client Features</i>  | <i>Priority</i> |
|---------------------|---|-----------------|
| <b>Functional</b>   |   |                 |
| F-1:                | Review current state process map and suggest a design that streamlines the process, reduces manual touches, and allows CNB to easily expand to integrate with future downstream systems.            | Mandatory       |
| <b>Integrations</b> |   |                 |
| I-1:                | Develop integrations between HCM, Service Now, and Active Directory   | Mandatory       |
| <b>Technical</b>    |   |                 |
| T-1:                | Vendor must provide a detailed data flow diagram of the agreed upon design  | Mandatory       |
| T-2:                | Each integration must have a mechanism for monitoring and alerting when there is an error in the data transmission, along with a clear output of any discrepancies that are the result of the error | Mandatory       |
| <b>Reporting</b>    |   |                 |
| R-1:                | Vendor must create and deliver an automated audit report that shows any discrepancies in data between HCM, Active Directory, and ServiceNow   | Mandatory       |
| <b>Compliance</b>   |   |                 |

## 2.2 Project Management

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

- Configuration Evaluation/Design
- Documentation of Business Processes, including Business Process Flows
- Improvement recommendations
- Planning

## 2.3 Key Deliverables

- Analysis of current state process and recommendation for design of new process
- Integration development
- Training (materials and hands-on training)
- Configuration Guide
- Data flow diagram
- Technical Support
- Project plan including milestones and completion date(s)
- Maintenance Agreement
- Statement of Work

## 2.4 Project Completion Criteria:

- CNB operations and IT management agree on a plan of action to accomplish integrations from HCM.
- CNB project team reviewed for data accuracy, the implementation plan documented, and a fully developed Integrations in operation for all downstream systems listed.
- All customizations fully documented and transitioned to CNB IT support personnel.
- CNB project team sign-off on documentation, the project plan, and a functioning system in place.

## 2.7 Critical Success Factors

- Prompt resolution of issues and decisions
- Project deadlines met

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- Harmonious relationships maintained among the project teams
  - Assignment of dedicated project manager for duration of the project
  - Top management support of the project team and implementation
  - Committed project team of subject matter experts, augmented by business owners and IT personnel where necessary
  - Clearly assigned accountability for project tasks
  - Sufficient resources with appropriate segregation of duties committed to the project
  - Timely Status updates by all team members
  - Structured Change Management Process
  - Timely escalation of issues and missed project due dates
  - Committed Sponsorship

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## 3.0 RFP GENERAL INFORMATION

### 3.1 RFP Overview

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

All other materials provided will become the property of CNB and will not be returned to the vendor.

Vendors interested in responding to the RFP must sign and submit a confidentiality agreement (included below) to receive a copy of the Current State Process Map. Please email the agreement to Talia Myres at [talia.myres@cnen.com](mailto:talia.myres@cnen.com).

Final return bids are due no later than June 11th, 2021 at 3:00PM CST and should be emailed to the following Box link: [CNBInte.5zsguugt2cfw2plt@u.box.com](mailto:CNBInte.5zsguugt2cfw2plt@u.box.com). It is advised that the confidentiality agreement be submitted no later than May 28<sup>th</sup> to have adequate time for review.

All confidentiality and business relationship/non-collusion representations must be returned with the RFP submission for it to be valid. Failure to include these documents may result in disqualification. Vendors should only submit one copy of the confidentiality agreement.

**Any RFP submissions emailed directly to Talia Myres or anyone associated with the project may result in immediate disqualification.**

Bid responses will be held valid for 90 days from the **June 11<sup>th</sup>, 2021** due date. The attached “Vendor Security Questionnaire” document must be filled out in its entirety and returned via email with bid prior to bid closing date. Failure to return a copy of the Vendor Security Questionnaire document with all questions answered with bid prior to bid closing will result in disqualification of bid. Any questions must be submitted via email. Verbal questions will not receive a response.

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. CNB reserves the right to issue one award, multiple awards or reject any or all responses. CNB 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 [talia.myres@cnent.com](mailto:talia.myres@cnent.com). A response will be returned as well as a copy of your question and its response will be posted on the [CherokeeBids.org](http://CherokeeBids.org) website within one business day or as soon as practicable.

### **3.2 RFP Format**

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

- Email

### **3.3 RFP Timetable**

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

- May 27, 2021 – Bid posted
- June 1, 2021 – Confidentiality agreement due for pre-bid call
- June 3, 2021 – Mandatory pre-bid call at 3 p.m. CST
- June 7, 2021 – Vendor questions due/response by June 9
- June 11, 2021 – RFP response due
- June 14, 2021 – June 18, 2021 – CNB review of RFP responses
- June 21, 2021 – June 25, 2021 – Vendor de-scope/interviews with CNB project team (If Needed)
- June 30, 2021 – CNB Final Selection
- July 1, 2021 through July 9, 2021 – Contract Negotiation

### **3.4 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.

- 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
- Competitive price/cost structure (provide examples/details) for transactions and ongoing support/maintenance
- CNB's preference is a vendor with significant multiple company experience and clients
- Have a collaborative mindset that enables CNB to effectively implement and support the process/application

### **3.5 Contractual Issues**

Upon award, Cherokee Nation Businesses and the vendor will negotiate mutually agreeable terms and conditions. All work products after award will become the property of CNB. 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.

### **3.6 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.

### **3.7 Training**

- Create customized training manual and provide in PDF or MS Word.
- Vendor to provide hands-on system training for all staff and internal IT support prior to go-live.

### **3.8 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 CNB.

### **3.9 Design Approach and Strategy**

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

### **3.10 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.

### **3.11 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 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.

### **3.13 Rejection of Bids**

CNB reserves the right to reject any and all bids when such rejection is in the best interest of CNB. All bids are received subject to this stipulation and CNB 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 CNB 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 CNB reserves the right to reject a bid or nullify any Contract between CNB and the bidder that is based on his bid for any other reason it deems is in the best interest of the CNB.



## 4.0 Vendor's Response to RFP

### 4.1 Format of Vendor's Response

Please follow the format described below.

The RFP responses are to be submitted to Talia Myres at the Box link in the link provided in section 3.1 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 be emailed to Box by **June 11th, 2021**. All responses must be submitted as attachments. Email all submissions to Box at the following address:

[CNBInte.5zsguugt2cfw2plt@u.box.com](mailto:CNBInte.5zsguugt2cfw2plt@u.box.com).

All confidentiality and business relationship/non-collusion representations must be returned with the RFP submission for it to be valid. Failure to include these documents may result in disqualification.

**Any RFP submissions emailed directly to Talia Myres or anyone associated with the project may result in immediate disqualification.**

### 4.2 Introduction and Vendor Background

Please complete the following questions to provide CNB with a thorough understanding of your company's history and background. Tables are used to facilitate analysis of each vendor's product by standardizing the format of responses to each question. In the tables below, please answer all questions using the blank section under each question.

#### 4.21 Management Summary

|   |
|---|
| Present the overall scope and projected cost of the proposed implementation effort, detailed by product. It should include a brief summary of the strategy in non-technical terms. It should also state specific reasons why the vendor's proposal best satisfies the needs of CNB. |
|   |

#### 4.22 Annual Report

|   |
|---|
| Provide a copy of the vendor's most recent annual report, if a public company. If an annual report is provided, please reference it below |
|---|

|  |
|--|
| as an attachment to this RFP; otherwise, a statement of financial stability by the vendor's independent auditors will be adequate. |
|  |

#### 4.23 Organization Chart

|   |
|---|
| Present a company organizational chart or other appropriate information to indicate the organization's ability to support the installation and maintenance and adapt to staffing changes. |
|   |

#### 4.24 Principals

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

#### 4.25 Implementations

|  |
|--|
| Provide a list of the two most recent implementations. Included in this list should be a brief description of the functional enhancements and timelines for the implementation. Please provide implementations in which the customer utilized interfaces from Oracle HCM |
|  |

#### 4.26 Team Members

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

#### 4.27 References

|  |
|--|
| Please identify three references that CNB can contact to discuss their project. In addition, please provide a list of customers comparable to CNB. Our preference would be to speak with customers who have integrated with Oracle HCM |
|  |

#### 4.28 Vendor Questionnaire

| Information Requested | Response |
|-----------------------|----------|
| Company Name:         |          |
| Year Founded:         |          |

|  |  |
|--|--|
| Number of Employees:   |  |
| Number of Offices:   |  |
| Primary Geographic Market Area:  |  |
| Primary Industry Market:   |  |
| Number of Years Providing F&B Inventory services:  |  |
| Number of Current/Past Clients Implementing this Version of the Software:                          |  |
| Number of Current/Past Clients who have implemented your solution with Micros Symphony integration |  |
| Number of Current/Past Clients who have implemented your solution with Peoplesoft integration      |  |

#### 4.29 RFP Contact

|  |
|--|
| Please provide the name, title, address and phone number of the person with whom all contact should be made concerning your response to the RFP. |
|  |

#### 4.3 Design Approach

Please provide any additional information regarding your design experience for companies with similar challenges as CNB. Tables are used to facilitate analysis of each vendor's product by standardizing the format of responses to each question.

#### 4.31 Design Experience/ Staffing

|  |
|--|
| Describe what services are typically provided by you, the vendor, during the analysis and design processes.  |
|  |
| Describe the approximate staffing, by skill level, which you would recommend to assess, design, and implement both the functional and technical aspects of the implementation. |

|   |
|---|
| Describe the approximate staffing and time commitment you suggest CNB provide to assess and design the system implementation.<br>Identify the number of personnel and skill level required by task.           |
| Describe the approximate staffing and time commitment you suggest CNB provide to maintain the system and associated data after go-live.<br>Identify the number of personnel and skill level required by task. |

#### 4.4 Vendor Support

|  |
|--|
| Provide SLA guidelines and technical support hours               |
| Please provide details regarding end-user support, if applicable |

#### 4.5 Training Experience

|  |
|--|
| Describe all available training programs. Include name, description, objectives and training method. |
| Provide timeline for training and how many resources will be provided.                               |

#### 4.7 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 implementing best practice business processes, analysis and design, testing, hardware required, implementation fees, license fees, transaction fees with detailed examples, any additional ongoing support/maintenance fees 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.

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#### 4.9 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:

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**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: \_\_\_\_\_

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

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name)  
represents and warrants 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 Company or other party to the  
services provided under the Agreement is as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name)  
represents and warrants 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 Company or other party to the project is as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name)  
represents and warrants 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:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name)  
represents and warrants that any family/relative relationships present between any officer, director or agent of  
Bidder and any officer, director, manager or member of the Board of Directors of Company other party to the  
Agreement is as follows:

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name)  
represents and warrants 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, Representative should so state below



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

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

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

**CONFIDENTIALITY  
AND**

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**BUSINESS RELATIONSHIP/NON-COLLUSION REPRESENTATIONS**

\_\_\_\_\_, on behalf of \_\_\_\_\_ (Bidder name) represents and warrants that (s)he is the agent authorized by the bidder to submit the attached bid. Representative 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 employee of Company or any affiliate or wholly-owned entity of Company as to quantity, quality or price in the prospective definitive Agreement, or any other terms of said prospective definitive Agreement; or in any discussions between bidders and any official of Company or any affiliate or wholly-owned entity of Company concerning exchange of money or other thing of value for special consideration in the letting of a definitive Agreement.

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

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

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