NOTICE AND DISCLAIMER

This request is not and shall not be deemed to be or construed as an offer to purchase products or services from the recipient hereof nor shall this request obligate or be deemed or construed to obligate Cherokee Nation Industries, LLC to select any of the responses submitted by the respondents. In submitting a response to this request, the respondent acknowledges it has read this document in its entirety and has agreed to its terms and conditions.
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1. **Background and Instructions**

1.1 **Purpose of the Request for Proposal (RFP)**

Cherokee Nation Industries, LLC (“CNI”) has determined that a standard, enterprise-wide ERP platform will be critical to the future growth and efficiency of the Company. As a result, McGladrey LLP has been engaged to lead CNI through an ERP evaluation and selection process. This RFP is being distributed to potential system vendors to gain insight on potential solution capabilities and allow CNI to select vendor solutions for demonstration.

1.2 **Confidentiality**

CNI considers information contained in these documents and information disclosed during vendor discussions to be proprietary and confidential. This information may be used only for the purpose of preparing a response to the RFP and may not be used for any other purpose or disclosed to other sources without explicit, written approval from CNI.

1.3 **Company Background**

CNI is owned by the Cherokee Nation, the largest Native American tribe in the United States. With over 300 employees, CNI operates as a family of companies, separated into two divisions, providing quality products and services to the commercial and defense aerospace industry, the world’s leading telecommunications companies and government and commercial clients in need of facility and office solutions. All physical business locations are located in the Cherokee Nation, which incorporates 14 counties of jurisdiction in northeastern Oklahoma.

**CNI Divisions**

The two divisions of CNI and the respective business entities are as follows:

- **Manufacturing**
  - Cherokee Nation Aerospace & Defense, LLC (CNAD)
  - CND, LLC (CND)
  - Cherokee Nation Red Wing, LLC (CNRW)
  - Cherokee Nation Metal Works, LLC (CMW)

- **Distribution**
  - Cherokee Nation Telecommunications, LLC (CNT)
  - Cherokee Nation Office Solutions, LLC (CNOS)

Most of the business generated by CNI is from large aerospace and defense OEM manufacturers. CNI often qualifies as a disadvantaged supplier. The ability to create and dissolve business entities for qualification under the SBA’s 8(a) program is an important strategy for CNI.

**Aerospace and Defense Manufacturing**

CNI has supplied quality products and services to the commercial and defense aerospace industries for more than 40 years and is ISO 9000 and AS9100 certified as a prime contractor for Department of Defense contracts. An excellent teaming partner for aerospace and DOD primes, CNI has received
multiple performance awards from several highly ranked organizations. Its skilled workforce has a distinguished performance record in the aerospace and defense industry and works out of operating facilities covering more than 300,000 square feet. Capabilities of CNI Aerospace and Defense Manufacturing include Wire Harnessing and Kitting, Electrical Equipment Integration and Metal Fabrication.

**Distribution and Electronic Services**

CNI’s distribution and electronic services company, Cherokee Nation Telecommunications, LLC provides nationwide end-to-end supply chain and materials management solutions to the telecommunications and consumer electronics industry.

CNI creates, implements and operates the critical sourcing, distribution and logistics infrastructure that keeps your materials flowing on time and at the lowest cost.

The logistics and supply chain management services provided by CNI are used by some of the largest companies in the world to provide vital inventory and logistics support allowing them to meet their customers’ needs.

From CNI's basic warehousing and fulfillment services, to its value added kitting and returns management programs, CNI's scalable integrated solutions translate into reduced inventory risk, simplified procurement cycles, extended product life cycles and increased speed to market.

**Office Solutions**

Cherokee Nation Office Solutions, LLC (CNOS) is a tribal-owned company that provides a complete line of innovative office and facility supply products and services to businesses throughout North America. Through the Staples® Diversity One program, CNOS offers an extensive selection of quality products at competitive prices. CNOS collaborates with Staples’ advanced nationwide distribution centers to deliver your products where you need them, when you need them—with free delivery right to your front door. Customers use a Staples provided website and are billed and collected by CNOS. Staples then invoices CNI with the agreed-upon mark-up discounted from the Staples invoice.
1.4 Key Dates and Evaluation Process

CNI has engaged McGladrey LLP (McGladrey) to identify business process improvements and supporting technology that will support CNI’s goals. The new technology solution requirements are summarized in this document. CNI has a goal of evaluating potential technology solutions in the months of March and April and making a final decision on a solution in May of 2015.

<table>
<thead>
<tr>
<th>Activity</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issuance of RFP</td>
<td>3/2/2015</td>
</tr>
<tr>
<td>Vendor May Begin Written Questions</td>
<td>3/2/2015</td>
</tr>
<tr>
<td>Q&amp;A Finalized and Posted Online</td>
<td>3/20/2015</td>
</tr>
<tr>
<td>RFP Response Due From Vendors</td>
<td>3/27/2015</td>
</tr>
<tr>
<td>Vendor Short List Defined</td>
<td>4/10/2015</td>
</tr>
<tr>
<td>Solution Discovery Visits / Q&amp;A Phone Calls</td>
<td>4/15/2015</td>
</tr>
<tr>
<td>Solution Scripted Demonstrations</td>
<td>4/27/2015</td>
</tr>
<tr>
<td>Reference Checks</td>
<td>5/1/2015</td>
</tr>
<tr>
<td>Negotiations</td>
<td>5/8/2015</td>
</tr>
<tr>
<td>Solution Evaluations and Selection of Finalist</td>
<td>5/15/2015</td>
</tr>
</tbody>
</table>

In this document there is a description of CNI’s key system requirements and demonstration guidelines. Instead of creating detailed demonstration scripts, the project team is asking the short list vendors to provide solution demonstrations, adhering to the specific guidelines (functionality and processes that are critical to be reviewed by CNI) described. It is anticipated further clarifying details will be provided to the vendors invited for demonstrations.

Once the selection of a finalist has been completed, it is expected that further investigation will take place to confirm the selection of the system solution to be followed by contract negotiations. Therefore, any terms and quotations provided in the response to this RFP must be guaranteed for a minimum of 180 days from the receipt of the latest version of your RFP response.

**Administrative Guidelines**

1. **Discontinuance of Communication:** All conversations regarding this RFP will only be directed to the Authorized Representative listed below.

2. **Amendments:** CNI reserves the right to amend this request in any manner. CNI will notify you in writing of any modifications or changes to this RFP via email.

3. **Cancellation of RFP:** CNI reserves the right to cancel this RFP at any time.

4. **Distribution of Information:** CNI will make every effort to distribute information regarding this RFP to all software providers at the same time. CNI will issue information via email but shall not be responsible for the failure of email to reach the intended supplier after transmission.
1.5 RFP Response Format and Authorized Representative

Sealed bids must be submitted by March 27, 2015 at 3:00 PM CST to buyer, Charla Vardeman, by mail or other delivery to the following:

**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

Charla Vardeman
Email: charla.vardeman@cnent.com
Phone: 918-828-6288

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.

The bidder must furnish with its bid, completed, signed and notarized copies of the following: Business Relationship Affidavit; Non-Collusion Affidavit; and Non-Disclosure Agreement. Copies of these are included in the Contract Documents

Please also provide an electronic version of your solution response, product literature and any other documentation you may submit. *Some of the topics listed below can either be addressed either in the proposal narrative or in the requirements spreadsheet. Be sure to reference said topics in the document where they were not addressed.*
In order to provide consistency among the responses we will receive from various vendors, you are requested to provide the following information in your response to the RFP.

1. **Proposal Structure**

   - **Letter of Transmittal** – In a standard business cover letter to your response, include the following elements:
     - A certification that the individual signing the letter is authorized to legally bind your company
     - Statements that you have read, understand, and agree to all provisions of the RFP
     - A summary of any alterations to the terms and conditions in the RFP
     - A list of all subcontractors you are proposing to use on this project
     - The name and telephone numbers of your key contacts including your contract representative

   - **Executive Summary** – Provide a general description of the key features of your proposed solution and the reasons why you believe your solution will best meet the long-term needs of CNI.

   - **Proposed Solution** – A detailed description of each component of your proposed solution. Components should include vendor’s software, third-party software solutions, customization and/or enhancements required, hosting services and/or hardware requirements, integration services, support services and staffing. Include proposed implementation timeline and methodology.

   - **Key Differentiating Requirements** – Provide a detailed description of how you propose to meet the key differentiating requirements (described in section 2.2 below).

   - **Response to Requirements** – Complete the attached worksheet which provides information on how your solution addresses the needs and wants CNI has defined. Provide a numerical ranking of your systems ability to satisfy each of the functional and general requirements with the current release of your software. A color coding methodology has been used on the tab to differentiate between functions:
     - Red – Core Business Functions
     - Green – Accounting (covering all entities and divisions)
     - Orange – Information Technology (covering all entities and divisions)
Ranking Methodology – Definitions to assist with ranking your system’s ability to meet CNI’s requirements, use the following numerical ranking in the “Vendor Response” columns, and feel free to add comments at your discretion:

<table>
<thead>
<tr>
<th>Numerical Ranking</th>
<th>Definition</th>
</tr>
</thead>
<tbody>
<tr>
<td>0</td>
<td>Not able to satisfy the business requirement</td>
</tr>
<tr>
<td>1</td>
<td>Major development or modification of source code required</td>
</tr>
<tr>
<td>2</td>
<td>Report writer required to satisfy the business requirement</td>
</tr>
<tr>
<td>3</td>
<td>Minor personalization / work flow required (one hour or less)</td>
</tr>
<tr>
<td>4</td>
<td>Standard software functionality in the current release of the software will satisfy business requirement</td>
</tr>
</tbody>
</table>

NOTE: If you are selected as the preferred solution, your responses to the functional requirements will be included in the software contract.

There are additional tabs in the workbooks for non-functional (“General”) information points:

- Vendor-Solution Information
  - Several questions related to the vendor’s business, the software proposed, and respective implementation and support. Please address the questions in the narrative of your proposal and then reference where it is discussed in the proposal on this spreadsheet tab

- 5-Year Total Cost of Ownership
  - Provide a schedule of all solution costs, as complete as possible, for year 1 and the following 5 years (tables provided in the attached spreadsheet). The schedule should include baseline software costs, modification estimates, implementation fees, training costs, hosting charges, annual support and maintenance, etc.
  - CNI understands that the cost provided is a budgetary estimate and will be revised as further information is determined.

Please respond with cost estimates for the following user counts:

<table>
<thead>
<tr>
<th>Category</th>
<th>Read Only</th>
<th>Write</th>
<th>Admin</th>
<th>Grand Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>16</td>
<td>108</td>
<td>6</td>
<td>130</td>
</tr>
</tbody>
</table>

- Past Performance – Provide detailed examples of your experience gained within the past three (3) years that demonstrate your ability to deliver a solution that demonstrates the functional and technical requirements of this RFP. You do not need to provide specific references at this time; however we would like a description of the experiences. The examples should include the following elements:
Your experience delivering a solution with similar objectives, functional and technical requirements to this RFP; including installs in multi-entity organizations with both manufacturing and distribution
Your experience working with sub-contractors and/or third party software Vendors
Details on how your resources have participated in the implementation of a similar solution

- **Appendices.** Include additional documents required to complete the description of your solution, such as:
  - Product literature
  - Vendor financial data
  - Resumes
  - Conceptual system models
  - References for multi-entity with both manufacturing and distribution requirements
  - Standard contract Vendor Evaluation Criteria
  - Product roadmap illustrating long-term strategy and support

### 1.6 Vendor Evaluation Criteria

*CNI* will use the following criteria to evaluate the responses to this RFP, select the short list for solution presentations, and then select the finalist. Please address these criteria with your RFP response.

- Ability of the solution to enable CNI to achieve its critical success factors
- Leading midmarket ERP solution with ability to easily scale upward due to acquisitions and/or organic growth
- Ability of the solution to address the business and technology requirements identified in *CNI* current and future environment
- Overall cost of the solution (list any major cost components being driven by specific functional requirements)
- Robust functionality is tightly integrated
- Vendor’s ability to provide implementation consulting services (describe implementation resources and approach: web-based, classroom, on-site, etc.)
- Vendor’s ability to manage the quality (timing, budget, deliverables, etc.) of the implementation and support services (describe tools and approach)
- Vendor’s ability to pre-configure the solution to reduce implementation time
- Number of licensed installs within similar industries
- A strong focus on service, distribution and manufacturing with strong client references
- Prior experience implementing solution successfully in a multi entity business structure with both
manufacturing and distribution

- Vendor’s ability to provide high quality and timely ongoing support services
- Vendor’s financial and operational stability
- Balanced revenue streams (software sales, consulting services and maintenance)
- Vendor growth in the marketplace
- Sustainable company performance with limited risk of acquisition and strong performance in the marketplace
- Vendor application and technology strategy for the next ten years (explain strategy in detail)
- Vendor’s ability to support the master file, transactions volumes and number of users listed in this RFP

1.7 CNI Organization Profile

Employee Counts and Sales (est.):

<table>
<thead>
<tr>
<th>Business Focus</th>
<th>Employee Count</th>
<th>Sales ($)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Manufacturing – Wire Harnesses</td>
<td>320</td>
<td>23 MM</td>
</tr>
<tr>
<td>Manufacturing – Metal Fabrication</td>
<td>32</td>
<td>2 MM</td>
</tr>
<tr>
<td>Distribution – Telecom</td>
<td>24</td>
<td>32 MM</td>
</tr>
<tr>
<td>Distribution – Office Supplies</td>
<td>1</td>
<td>2 MM</td>
</tr>
<tr>
<td>Corporate</td>
<td>26</td>
<td>NA</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>403</strong></td>
<td><strong>59 MM</strong></td>
</tr>
</tbody>
</table>

Master File and Transaction Volumes (est.):

Master Files

<table>
<thead>
<tr>
<th>Item Master file</th>
<th>Manufacturing</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td>Purchased Items</td>
<td>19,371</td>
<td>15,870</td>
</tr>
<tr>
<td>Manufactured Items</td>
<td>4,290</td>
<td>25</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>BOM Special (all are unique)</th>
<th>Manufacturing</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>20,234</td>
<td>63,028</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Customers</th>
<th>Manufacturing</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>447</td>
<td>1,723</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Vendors</th>
<th>Manufacturing</th>
<th>Distribution</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>4,772</td>
<td>1,800</td>
</tr>
</tbody>
</table>
Transactions Volumes

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>Manufacturing (FY14)</th>
<th>CNI Corporate (All) (FY14)</th>
<th>Distribution (FY14)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Customer Sales (Header)</td>
<td>3,744</td>
<td>0</td>
<td>24,376</td>
</tr>
<tr>
<td>Customer Sales (Lines)</td>
<td>15,503</td>
<td>0</td>
<td>94,279</td>
</tr>
<tr>
<td>Purchase Orders (Header)</td>
<td>5,223</td>
<td>76</td>
<td>2,978</td>
</tr>
<tr>
<td>Purchase Orders (Lines)</td>
<td>28,870</td>
<td>247</td>
<td>9,929</td>
</tr>
<tr>
<td>Purchase Orders (Blanket Releases)</td>
<td>-</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>PO Receipt (Header)</td>
<td>30,407</td>
<td>107</td>
<td>9,312</td>
</tr>
<tr>
<td>PO Receipt (Lines)</td>
<td>538,282</td>
<td>477</td>
<td>33,182</td>
</tr>
<tr>
<td>Work Orders</td>
<td>17,101</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>Inventory (# of SKU’s)</td>
<td>44,562</td>
<td>-</td>
<td>279,832</td>
</tr>
<tr>
<td>Shipments (Header)</td>
<td>17,818</td>
<td>-</td>
<td>26,400</td>
</tr>
<tr>
<td>Shipments (Header) (within LTL and Small Parcel)</td>
<td>207,818</td>
<td>-</td>
<td>66,431</td>
</tr>
<tr>
<td>Sales Invoices (Header)</td>
<td>16,155</td>
<td>-</td>
<td>40,744</td>
</tr>
<tr>
<td>Sales Invoices (Lines)</td>
<td>17,813</td>
<td>-</td>
<td>174,453</td>
</tr>
<tr>
<td># of Vendor Invoices</td>
<td>15,838</td>
<td>-</td>
<td>6,609</td>
</tr>
<tr>
<td># of Direct Enter AP Invoices</td>
<td>2,176</td>
<td>-</td>
<td>1,128</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Transaction Type</th>
<th>CNI (Annual)</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Checks Written</td>
<td>6,175</td>
<td></td>
</tr>
<tr>
<td>ACH Payments</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>Wire Transfers</td>
<td>-</td>
<td></td>
</tr>
<tr>
<td>TOTAL Avg. AP Payments</td>
<td>4,532</td>
<td></td>
</tr>
<tr>
<td>Vendor Invoices Input to System</td>
<td>22,544</td>
<td></td>
</tr>
<tr>
<td>Accounts Receivable – Total Received</td>
<td>489</td>
<td></td>
</tr>
<tr>
<td>Credit Card Transactions</td>
<td>-</td>
<td></td>
</tr>
</tbody>
</table>

1.8 Contact Points for Communications

All communications, questions and vendor responses to this RFP must be addressed to the Authorized Representative.

1.9 Provisions for Additional Information

If additional information is required in order for you to complete your response to this RFP, we ask that you submit the question online during the Q&A period from March 2nd to March 20th. Questions will be answered and posted online so that all potential vendors have access to the information.

1.10 Change Policy

If a vendor asks a question or makes a suggestion that triggers a change to the requirements documented in the RFP, the updated requirements will be given to all vendors without identifying the
source of the question.

2. Project Objectives

2.1 Project Objectives

At the core of CNI’s success is the dedication to providing customers with high quality products in a competitive lead time. The core information systems which have been developed internally have been supplemented with multiple additional systems which are not always interfaced to share information.

In order to meet their customer focused objectives, CNI recognizes the need to:

- Improve tracking and status updates to the customer (and internally – including WIP)
- Improve the cycle time of inquiry to quote
- Enable integrated quality requirements from customer throughout the production process and tracking of first pass yield and first article inspection
- Identify defects early and have robust and transparent corrective action processes
- Respond effectively to customer supplier scorecards as well as create CNI performance scorecards to their customer
- Improve ability to respond quickly and accurately to BOM revisions

In order to improve margins, remain competitive, and continue to be a premier employer for the Cherokee Nation:

- Execute the customer focused objectives defined above to create customer loyalty as well as grow the top line of the business
- Use common, improved and consistent processes
- Improve data completeness, usability and consistency and develop an overall data governance program to drive data strategy and continuous improvement
- Input, process and deliver accurate, timely and complete information through the use of a common Enterprise Resource Planning application (ERP)
- Enhance pricing capabilities with quote performance management, pricing history, pricing table methodologies
- Reduce time to order by easily allowing for a quote to turn to an order without reentry
- Allow for documents such as configurations, quality management and drawings to be attached to customers, quotes, sales orders and work orders

- Improve demand planning, material requirements planning and distribution requirements planning for multiple plants including between divisions

- Optimize capacity, rapid demand planning, reprioritizing and equipment constraints in scheduling manufacturing operations that achieve a high level of product fulfillment, rapid response and maximize inventory turns

- Improve the execution management of production work orders by defining realistic outputs across time intervals, scrap rates and quality metrics (including making sure unnecessary quality tasks are not performed)

- Better manage labor within production work centers and operations

- Improve vendor quality, lead times and costs by enhanced vendor management capabilities

- Provide a solution that is customized to each business unit while also providing for back-end integration of data

- Support business intelligence including gross margin capabilities (with overhead application) across product lines, customers, business units, etc.) and easy report creation capabilities

- A fully integrated financial system capable of producing both individual and consolidated financial statements

CNI’s goal is to evaluate and select an ERP system that will consolidate the multiple information systems and business units, improve business processes, tighten internal controls and facilitate future growth.

### 2.2 Key ERP Differentiating Success Factors

Support for certain key business processes and functionality is also critical in CNI’s evaluation. These are discussed further in section 3.2 of this document, but include:

- **Estimating and Quoting** – Creation of quote using customer design document and prior knowledge of similar finished goods. Capability to quote based on market rate (lists or discounts from list) as well as cost plus.
  - Faster, more accurate estimates; easily convert to sales orders/work orders; ability to track quote to order capture rate.
  - Ability to create/estimate quotes using various scenarios utilizing different pricing parameters. For example: Volume Discounts at various levels of spend, Cost + pricing based on covering variable or fully allocated costs, costing parameters (i.e. hours, wages, space, etc...) need to be able to be manipulated to create custom quotes based on work being performed.
  - Repository of all previous quotes searchable by customer, work category, and time period.
- Ability to compare original quote/estimate to actual performance to ensure quoting/estimating procedures are capturing reality. (i.e. cost per hour, hours per job, etc…)
- Ability to derive various costs per unit based on what we are quoting. For example: We might want to know cost (time) per pick/pack/ship, costs per square foot for a program, cost per order filled, etc.

**Flow-through Requirements** – Integration of customer quality requirements (often in the form of “Q Codes” relating to specific quality tasks) at the customer-level, quote, sales order and work order with execution management documented.

- Adequate space for customer requirement information; down to line item level; ability to attach documentation if needed
- Ability for a customer to input special instructions, attach a file, or other media to help clarify what they are ordering and any special handling/shipping instructions
- Traceability and time stamping of how long each department or person handled each task

**Tracking/Traceability** – Integrated Quality Management System (track 1st pass yield and articles at customer level and customer PO level) ability to trace finished good to raw material components

- Traceability, flow and time stamping from original order received to package shipped; how long it took in each workflow down to where an item is in the process at any given time
- User defined reporting on various processes. Canned report availability, but also the ability to click and create individual reports with user defined parameters

**Planning/Scheduling** – Capacity Planning & Scheduling (very manual today), Purchasing Improvements (Integrated MRP, Workflow, Procurement Dashboards, Supplier Management, Vendor Portal capabilities) and what-if scenario analysis

- History tables based on order date, not invoice date; automate the min/max levels based on usage; auto generate PO suggestion report with ability to create PO from the report
- Automated Min/Max reports that take into account current stock, open PO’s, and customer orders
- Ability to run forecasts by SKU based on historical customer usage, purchasing, seasonality factors, lead time changes, etc.
- User defined reporting based on what if scenarios, regression analysis, and hot list items
- Ability to integrate (as much as possible) with vendors for statuses, order submission, shipping information, etc….

**Timekeeping Integration** – Labor tracking at the work center and potentially operation level

- Accurate productivity reporting
- Visibility into hours by program, work function (i.e. picking/packing/shipping, etc…)
- Cost per hour, by function, by product
- Headcount by program and labor costs by program broken out by labor, health, 401K, etc. - to see where driving costs factors
• **Scorecard Reporting** – Ability to create and report on scorecards required by customers of CNI and vendor scorecards used to manage existing CNI vendors.
  o Internal and external use, along with real time dashboard information
  o Ability for user to re-define metrics at any given time. (Each customer might measure us differently and we might want to measure each vendor differently.) Parameters for scorecarding should be very fluid and user driven

### 3. Functional Overview/Business Requirements

#### 3.1 Scope of Key Functional Areas

At a high level, the new solution should provide the following capabilities in a fully integrated system:

- General Ledger
- Financial reporting
- Accounts Payable
- Accounts Receivable
- Cost Accounting
- Bank Reconciliation
- RFP Management
- Contact Management
- Material Requirements Planning
- Distribution Requirements Planning
- Customer Management and Service
- Order Processing
- Inventory Management
- Pricing
- Purchasing
- Warehouse Management
- Manufacturing / Packaging / Production Scheduling
- Shipping and Logistics

#### 3.2 Key Functional Requirements

The key functional requirements important to CNI are listed in the attached **“Vendor Response ERP Requirements” spreadsheet**. The vendors are expected to rate themselves to each of the requirements as described in Section 1.5 of this document. Selected vendors will then be asked to guide software demonstrations to stay focused on the important processes and requirements described in this document and in the attached requirements spreadsheet.

The spreadsheet has requirements by key functional area; Quote to Cash, Demand to Supply, Procure to Pay, Concept to Product, Accounting (Collect to Report), and IT. The tabs are organized how CNI views their key value streams.

#### 3.3 General Requirements

This section requests information about your organization, systems, services, etc. in order to evaluate your ability to deliver the proposed solution. If this information is available in another format, such as preprinted promotional materials, feel free to provide it in that format.

The topics listed below need to be addressed either in the RFP narrative or in the requirements
spreadsheet. Be sure to reference said topics in the document where they were not addressed.

- *Company Demographics*
- *Application Information*
- *Technical, Platform and Other Information*
4. Vendor Certification

This certification attests to the vendor’s awareness and agreement to the content of this RFP and all accompanying calendar schedules and provisions contained herein.

The vendor must ensure that the following certificate is duly completed and correctly executed by an authorized officer of your company.

This proposal is submitted in response to Request for Proposal for ERP issued by Cherokee Nation Industries, LLC. The undersigned is a duly authorized officer, hereby certifies that:

________________________________________
(Vendor Name)

agrees to be bound by the content of this proposal and agrees to comply with the terms, conditions, and provisions of the referenced RFP and any addenda thereto in the event of an award. Exceptions are to be noted as stated in the RFP. The proposal shall remain in effect for a period of 180 days as of the Due Date of the RFP.

The undersigned further certify that their firm (check one):

☐ IS
☐ IS NOT

currently debarred, suspended, or proposed for debarment by any federal entity. The undersigned agree to notify Cherokee Nation Industries, LLC of any change in this status, should one occur, until such time as an award has been made under this procurement action.

Person(s) authorized to negotiate on behalf of this firm for purposes of this RFP are:

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5. TERO

This project is subject to Cherokee Nation Tribal Employment Rights Office ("TERO") 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. 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. If bidder is an Indian-owned entity, bidder must furnish, with its bid, documentation (Cherokee Nation TERO certificate, articles of incorporation, bylaws, share certificates, Certificate of Degree of Indian Blood card, tribal membership card, etc.), which establish percentage of Indian ownership and tribal identification. Indian ownership is considered to be at least fifty one per cent (51%). TERO bidders are required to provide a copy, front and back, of their TERO certificate with return bid(s) and failure to do so will result in such bidders not receiving the TERO preferences afforded TERO bidders under the CNB procurement and contracting policies and procedures.

6. Insurance Requirements

Advisor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverage as described below with insurance companies acceptable to CNB. The limits set forth below are minimum limits and will not be construed to limit Advisor's liability. All costs and deductible amounts will be for the sole account of Advisor.

(A) Worker's Compensation insurance complying with the laws of the State or States having jurisdiction over each employee, whether or not Advisor is required by such laws to maintain such insurance, and Employer's Liability with limits of $500,000 each accident, $500,000 disease each employee, and $500,000 disease policy limit.

(B) Commercial or Comprehensive General Liability insurance on an occurrence form with a combined single limit of $1,000,000 each occurrence, and annual aggregates of $2,000,000, for bodily injury and property damage, including coverage for blanket contractual liability, broad form property damage, personal injury liability, independent contractors, products/completed operations, and when applicable the explosion, collapse and underground exclusion will be deleted.

(C) Automobile Liability insurance with a combined single limit of $1,000,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

(D) Professional Liability insurance with a combined single limit of $1,000,000.00 each occurrence.

In each of the above described policies, Advisor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against CNB its parent, subsidiary, or affiliated companies.

Under the policies described in (B), (C) and (D) above, CNB its parent, subsidiary and affiliated companies will be named as additional insured. The policies described in (B), (C) and (D) above will include the following “other insurance” amendment: “This insurance is primary insurance with respect to CNB its parent,
subsidiary and affiliated companies, and any other insurance maintained by CNB its parent, subsidiary or affiliated companies is excess and not contributory with this insurance."

At least ten (10) days prior to the start of service, Advisor will deliver to CNB certificates of insurance on an ACORD 25 or 25S form evidencing the existence of the insurance coverage required above. In the event coverage is denied or reimbursement of a properly presented claim is disputed by the carrier for insurance provided in subsections (A) through (D) above, Advisor shall, upon written request, provide CNB with a certified copy of the involved insurance policy or policies within ten (10) business days of receipt of such request.
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 CNI 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 CNI 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 CNI other party to the Agreement is as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

Affiant further states that the names of all persons having any such family/relative relationships and the positions they hold with their respective companies or firms are as follows:

______________________________________________________________________________
______________________________________________________________________________
______________________________________________________________________________

(If none of the business relationships hereinabove mentioned exist, affiant should so state.)

______________________________________________________________________________

Subscribed and sworn to before me this __________ day of ______________________ 2015.

_______________________________________
Notary Public

My Commission Expires: ____________________
NON-COLLUSION AFFIDAVIT

STATE OF )
          ) ss.
COUNTY OF )

, of lawful age, being first duly sworn, on oath says that (s) he is the agent authorized by the bidder to submit the attached bid. Affiant further states that the bidder has not been a party to any collusion among bidders in restraint of freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any Cherokee Nation Entertainment, 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 Entertainment, 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 _____________________, 2015.

____________________________________
Notary Public

My Commission Expires: ________________________
NON-DISCLOSURE AGREEMENT

Cherokee Nation Industries, L.L.C., a Cherokee Nation limited liability company, with offices at 777 West Cherokee Street, Catoosa, Oklahoma 74015, ("CNI"), 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, the Chief and Tribal Council of the Cherokee Nation, with a need to know and not disclose it to any other person;
   c. advise those persons to whom the Information was disclosed of their obligations with respect to the Information; and,
   d. use the Information only in connection with continuing discussions by the parties concerning the Subject Matter, except as may otherwise be mutually agreed upon in writing; and
   e. except for the purposes of evaluating the Subject Matter, not copy or distribute such Information or knowingly allow anyone else to copy or distribute such Information, and any and all copies shall bear the same notices or legends, if any, as the originals.
4. The Information shall be deemed the property of the disclosing party and, upon request, the other party will return all Information received in tangible form (and marked proprietary or confidential) to the disclosing party or will destroy or erase if such Information is recorded on an erasable storage medium, all such Information at the disclosing party's direction, and certify to the disclosing party the Information has been destroyed or erased. If either party loses or makes an unauthorized disclosure of the other party's Information, it shall notify such other party immediately and use reasonable efforts to retrieve the lost or wrongfully disclosed Information.

5. In the event a party or its affiliate(s) makes an unauthorized disclosure, such party shall indemnify the aggrieved party, including the aggrieved party's officers, directors, managers, agents and/or employees for any loss proximately arising from such disclosure.

6. The party to whom Information is disclosed shall have no obligation to preserve the proprietary nature of any Information which:
   a. was previously known to such party free of any obligation to keep it confidential;
   b. is or becomes publicly available by other than unauthorized disclosure;
   c. is developed by or on behalf of such party independent of any Information furnished under this Agreement;
   d. is received from a third party whose disclosure does not violate any confidentiality obligation;
   or
   e. is disclosed pursuant to the requirement or request of a duly empowered governmental agency or court of competent jurisdiction to the extent such disclosure is required by a valid law, regulation or court order, and sufficient notice is given by the recipient to the disclosing party of any such requirement or request to permit the disclosing party to seek an appropriate protective order or exemption from such requirement or request, unless such notice is prohibited by said order.

7. Neither this Agreement, nor the disclosure of Information under this Agreement, nor the ongoing discussions and correspondence between the parties, shall constitute or imply a commitment or binding obligation between the parties or their respective affiliated companies, if any, regarding the Subject Matter. If, in the future, the parties elect to enter into a binding commitment regarding the Subject Matter, such commitment will be explicitly stated in a separate written agreement executed by both parties, and the parties hereby affirm that they do not intend their discussions, correspondence, and other activities to be construed as forming a contract regarding the Subject Matter or any other transaction between them without execution of such separate written agreement.

8. This Agreement may not be assigned by either party without the prior written consent of the other party, except that no consent is necessary for either party to assign this Agreement to a corporation succeeding to substantially all the assets or business of such party whether by merger, consolidation, acquisition or otherwise. This Agreement shall benefit and be binding upon the parties hereto and their respective successors and permitted assigns.

9. The parties acknowledge that they have had an adequate opportunity to review this Agreement and to consult legal counsel knowledgeable in Federal Indian Law and Cherokee Nation Law regarding the legal effect of this Agreement.

10. This Agreement shall become effective as of the date set forth below (“Effective Date”). Disclosure of Information between the parties under this Agreement may take place for a period (the “Information Disclosure Period”) of one (1) year after the Effective Date. The obligations of the parties contained in Paragraphs 3 and 4 shall survive and continue beyond the expiration of the Information Disclosure Period indefinitely with regard to information designated as a trade secret by disclosing party and for a period of two (2) years with regard to all other Information.
11. The parties acknowledge that in the event of an unauthorized disclosure, the damages incurred by a non-disclosing party may be difficult if not impossible to ascertain, and that such non-disclosing party may seek injunctive relief as well as monetary damages against a party that breaches this Agreement.

12. This Agreement constitutes the entire understanding between the parties with respect to the Subject Matter provided hereunder and supersedes all proposals and prior agreements (oral or written) between the parties relating to the confidential nature of the Information provided hereunder. No amendment or modification of this Agreement shall be valid or binding on the parties unless made in writing and executed on behalf of each party by its duly authorized representative.

13. During the term of this Agreement and for a period of one (1) year following the expiration or termination of this Agreement, Company shall not directly or indirectly solicit the engagement or employment of, or engage as an employee, consultant or otherwise, any person who was an employee of CNI during the term of the Agreement or at any time during the one year period immediately preceding such solicitation.

14. Neither party:
a. is responsible or liable for any business decisions made or inferences drawn by the other party in reliance on this Agreement or in reliance on actions taken or disclosures made pursuant to this Agreement;
b. shall be liable to or through the other hereunder for amounts representing loss of profits, loss of business, or special, indirect, consequential, or punitive damages.

15. NOTWITHSTANDING ANYTHING IN THIS AGREEMENT TO THE CONTRARY, NEITHER DISCLOSING PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY NATURE WHATSOEVER WITH RESPECT TO ANY INFORMATION DISCLOSED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR AGAINST INFRINGEMENT.

16. The parties acknowledge that this Agreement does not restrict the ability of the parties to engage in their respective businesses, nor does it limit either party's use or application of any information or knowledge acquired independently of the other without a breach of this Agreement in the course of such party's business.

17. This Agreement may be executed in one or more counterparts each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Facsimile signatures to this Agreement shall be deemed to be binding upon the parties.

Each party represents that it has caused this Agreement to be executed on its behalf as of the date written below by a representative empowered to bind that party with respect to the undertakings and obligations contained herein.

Executed and effective this __________ day of __________ 2015.

_________________________________________       CHEROKEE NATION INDUSTRIES, LLC

(SIGNATURE)                                          (SIGNATURE)

(PRINT NAME)                                        (PRINT NAME)

(TITLE)                                             (TITLE)