



The Choctaw Nation of Oklahoma

Procurement Department

REQUEST FOR PROPOSAL

IT Hoshonti Program Projects For THE CHOCTAW NATION OF OKLAHOMA

RFP ISSUE DATE: 08/10/2023

RFP NO: 08102023 EMIHPP

DUE DATE/TIME: 08/30/2023; 5 PM CST

Proposals must be received by the Due Date/Time to be eligible for consideration.

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The Choctaw Nation of Oklahoma

The Choctaw Nation of Oklahoma is a federally recognized Indian tribe which means that it is recognized as a sovereign governmental entity and enjoys the responsibilities, powers, limitations, and obligations attached to such designation. The Choctaw Nation of Oklahoma is governed by an executive branch consisting of the Chief and an Assistant Chief, and a legislative body consisting of a Tribal Council which is comprised of a representative Councilmember from each of the twelve (12) districts of the Choctaw Nation of Oklahoma.

Over the years, the Choctaw Nation of Oklahoma has built high profile, world-class gaming and hospitality destinations. But that's only part of the story. The Nation manages a diverse portfolio of businesses that generate revenue, create jobs and develop leaders. Revenues generated by these diverse commercial endeavors provide world-class services to Choctaw tribal members. These services are designed to increase quality of life, improve available housing, provide educational opportunities, offer career opportunities and celebrate the proud culture of the Choctaw Nation.

The Choctaw Nation of Oklahoma manages a wide array of businesses, providing more than 12,000 jobs. Our portfolio includes 20 gaming sites, three resorts, two hotels, the highest rated KOA RV site in North America, multiple restaurant franchises, a multi-million-dollar printing company, 17 travel plazas and a Choctaw Country Market with two more opening soon. Additionally, the Nation manages more than a dozen ranches and farms, encompassing 65,000 acres. We are actively engaged in managing cattle herds and harvesting 130,000 pounds of pecans as well as providing world-class guided hunting experiences at the Choctaw Hunting Lodge in the beautiful Ti Valley.

Headquartered in Durant, Choctaw Nation offers a full-service hospital in Taliuhina as well as a network of medical clinics throughout Choctaw Nation.

Section 1 - RFP PURPOSE AND BACKGROUND

1.1 RFP Purpose

The Choctaw Nation of Oklahoma (the Nation) seeks to identify and select a vendor for Information Technology (IT) project staff augmentation specific to Oracle Cloud Fusion applications. The Nation reserves the right to engage alternative sources in the event the awarded vendor is unable to provide specific resources for this project.

Section 2 - INSTRUCTIONS TO BIDDERS

2.1 Issuing Office and Choctaw Nation

This RFP is being issued by the Choctaw Nation of Oklahoma (the "Nation"), Procurement Department and, as such, is the only office authorized to respond to inquiries, issue an addendum, clarify the terms of this RFP, and to award any contract(s) resulting from the RFP.

2.2 Definition of Terms

- "RFP" or "Request for Proposal" defines the conditions, specifications, definitions, questions, and requests outlined in this document.
- "Bids" or "Proposals" refers to the responses to this RFP from each Vendor.
- "Agreement" or "Contract" and similar expressions refer to an executed binding legal document that may be negotiated and executed as a result of an award of bid resulting from this Request for Proposal.
- "Point of Contact" refers to the Procurement representative, who is the sole contact for all activities relating to this Request for Proposal and any resulting bid award.
- "Bidder" or "Vendor" or "Respondent" refers to a recipient of this RFP who acknowledges the receipt and tenders an intention to provide a Proposal.
- "Evaluation Team" refers to select group of the Nation stakeholders who will evaluate Vendor Proposals and select a bid award recipient.

2.3 Schedule of Events

Event	Date	Description
Release of RFP	08/10/2023	RFP published to selected Vendors.
Vendor Acknowledgment	08/15/2023	Vendor's confirmation of receipt of RFP and intention to respond to the RFP are due.
Vendor Inquiries	08/10/2023 - 08/18/2023	Vendor requests for clarification/additional information are due by: 4 PM CST to emcdaniel@choctawnation.com
Responses to Vendor Inquiries	08/23/2023	Responses to Vendor inquiries are due.

Proposals to RFP Due	08/30/2023	Formal proposals due from Vendors via email to: emcdaniel@choctawnation.com no later than: 5 PM CST
Review of Proposals	08/31/2023 – 09/12/2023	The Nation Evaluation Team will complete the formal review of proposals.
Review of Proposals Completed	09/12/2023	The Nation Evaluation Team will complete the formal review of proposals.
Internal Budget Review	09/13/2023 – 09/19/2023	Final review of funding based on proposal results.
RFP Award	09/22/2023	A bid award is anticipated, and contract negotiation is initiated.
Contract Finalized	10/13/2023	Target date for an executed contract.
Target Date for Project Initiation	10/30/2023	Target date for project kickoff.
Target Date for Project Completion	09/30/2024	Target date for project completion.

Note: The dates published in the Schedule of Events above are subject to change at the option of the Procurement Department. Any modifications will be communicated via email to all Respondents.

2.4 **Proposal Submission**

Proposals are to be submitted via email to: emcdaniel@choctawnation.com

All email received from Bidders concerning this RFP will be acknowledged. Any Proposal that is received after the due date for proposals will be deemed not responsive and will not be considered.

The Nation will not reimburse potential Bidders for any costs associated with preparing the vendors response to the RFP or any other costs associated to the RFP.

2.5 **Bidder Inquiries**

Vendors are expected to exercise their best professional independent judgment in analyzing the requirements of this RFP to ascertain whether additional clarification is necessary or desirable before responding. If there are any discrepancies, omissions or questions as to the information provided in the RFP, a request for clarification should be submitted via email to the Buyer at the email address below, not later than the deadline listed in Paragraph 2.3 - Schedule of Events.

The Nation communications intended to clarify, interpret or correct the RFP will be provided by the point of contact. All potential Bidders will be provided copies of all communications.

The Point of Contact for administrative, commercial, and technical issues regarding this RFP is:

Erin McDaniel | Buyer 2, Procurement Projects
580-642-8590
emcdaniel@choctawnation.com

NOTE: In the event that an inquiry is received after the submission deadline for inquiries, Procurement Department will reserve the right to determine whether the inquiry is sufficiently significant to deem an adjustment be made in the RFP that could warrant publishing an addendum to the RFP. If this unlikely situation should occur, all prospective Bidders will be informed.

2.6 Restrictions on Communications

Bidders are not permitted to communicate with the Nation staff regarding this solicitation during the period between the Release of RFP date and the RFP Award Date, with the following exceptions:

- Bidder inquiries may be presented per paragraph 2.5 Bidder Inquiries.
- Communications related to existing account service is necessary and permitted.
- Communications during the course of a Bidders' conference, if conducted.
- Oral presentations and site visits, if conducted.

If a Bidder is found to be in violation of this restriction, the Nation reserves the right to reject that Bidder's proposal without further consideration.

2.7 Proposal Format and Required Submittals

Bidders will provide a written Proposal adequate for detailing the full scope of the project components. In the event that the formal Proposal is incomplete, the Nation may at its sole discretion, request the Bidder to provide the missing information or choose to evaluate the Proposal without the missing information.

2.7.1 Proposal Submission Format

Proposals presented in response to this RFP, must include all of the elements listed below and be clearly indexed and assembled as indicated.

1. Table of Contents - Proposals must include a table of contents with page numbers referencing all Sections of the Proposal, including exhibits and addenda, with sufficient detail to facilitate easy reference to all requested information.
2. Executive Summary Statement – Please include in this section a company overview that includes company name, address and the name of a primary contact person. Additionally, it is important to provide the following information:

- Your experience/expertise be adequately described
 - Provide a statement of qualifications and years of experience with both public and private sector work
 - Include examples of your abilities and expertise directly comparable to this project
 - Consider identifying unique experiences, awards, services, etc. that distinguish your company from others
 - Include any other information you deem relevant to this review, and in general state simply why your company is the best qualified company for this project.
3. Detailed Proposal – The Bidder’s proposal must identify all products, logistics plans, and services Bidder proposes to employ to fulfill the stated requirements. Proposals must address the proposed solutions in sufficient detail to describe how the Bidder’s product or service meets the stated requirements.
 4. Bid Sheet/Pricing Proposal – Provide complete pricing information, all components of the total cost involved should be presented in spreadsheet/table format.
 5. Signed Proposal Certification – An individual authorized by the Vendor to extend a formal, legally binding proposal must certify any proposal in response to this RFP by completing EXHIBIT 4 – Bidder Certification Page.
 6. Method of Award – Sign and enclose EXHIBIT 5 – Acknowledgement of Method of Award.

2.8 Requests for Exceptions

Request for exceptions to specific requirements of this RFP may be registered with the Procurement Department prior to the date provided in Paragraph 2.3 – Schedule of Events.

- Technical Exceptions: The Bidder shall clearly describe any and all deviations in its Proposal from the functional requirements stated in this RFP and also describe any product enhancements that could be made by the Bidder to satisfy the requirements of this RFP.
- General Exceptions: The Bidder shall also clearly state its objections, exceptions, or alternatives to the general (non-technical) requirements stated in this RFP. If the Bidder responds without noting general exceptions, the Proposal will be received with the assumption of no exceptions existing.
- Bidders are cautioned that if the Nation is unwilling or unable to approve a request for exception to the RFP requirements and the Bidder does not withdraw the request, the proposal will be deemed to be non-responsive and ineligible for contract award.

2.9 Proposal Modifications or Withdrawal

No modification of a submitted Proposal will be permitted. Any existing Proposal must be clearly withdrawn and a modified Proposal resubmitted prior to the bid due date/time as indicated in Paragraph 2.3 - Schedule of Events.

2.10 Bidder Representation

Each Bidder, by submitting a proposal, represents that he/she has:

- Read and completely understands the RFP and associated documents.
- Based the proposal upon the requirements described in the RFP.

2.11 Complete Bids

All bids must be full and complete at the time of submission. See Paragraph 2.9 - Proposal Modifications or Withdrawal.

2.12 Specifications

Proposals must meet or exceed the specifications listed in the Exhibits that comprise the Statement(s) of Work for this RFP (See Exhibits Schedule). If products and/or services are bid and do not comply with specifications as written, Bidder shall attach to bid Proposal a complete detailed itemization and explanation for each and every deviation or variation from these specifications. Absence of any such itemization and explanation shall be understood to mean that Bidder proposed to meet all details of these specifications.

The successful Bidder delivering products and/or services pursuant to these specifications shall guarantee that they continue to meet specifications as set forth herein. If it is determined that materials/equipment and/or services delivered do not meet requirements of this specification, the successful Bidder shall be required to correct same at Bidder's own expense.

2.13 Addenda to RFP before Due Date

If necessary, supplemental information in addenda form will be provided to all prospective Bidders who have received this RFP from the Nation. All addenda so issued shall become part of this RFP for the purpose of amending or supplementing the original published RFP. Failure of any Bidder to receive such addenda shall not relieve the Bidder from any obligation under their bid as submitted. All addenda so issued shall become part of this RFP.

No other forms of amendment or supplementation of this RFP will be considered valid or binding.

Section 3 - BIDDER QUALIFICATION

3.1 Minimum Qualifications of Bidders

The Nation believes that the Bidder's previous experience, financial capability, expertise of personnel, and related factors are important in assessing the Bidder's potential to successfully fulfill the requirements defined in this solicitation. A thorough review of the information provided by prospective bidders as outlined in 2.7.1(2) Executive Summary Statement will be considered in the proposal evaluation process.

In addition to the information provided in the Executive Summary Statement, the Nation shall reserve the right to consider other verifiable information bearing on financial stability and strength, including other independent reports or publicly available data.

Section 4 - Method of Award & Contract Execution

4.1 Right to Reject Proposals

It is understood that the Nation reserves the right to accept or reject any and all Proposals and to re-solicit for Proposals, as it shall deem to be in the best interests of the Nation. Receipt and consideration of any Proposals shall under no circumstances obligate the Nation to accept any Proposals. If an award of contract is made, it shall be made to the responsible Bidder whose Proposal is determined to be the best fit for the Nation and will be contingent upon the successful negotiation and execution of a contractual agreement.

The evaluation factors set forth in Paragraph 4.2 - Evaluation of Proposals will be utilized by the Nation Evaluation Team to provide a fair and systematic approach to grading each proposal.

4.2 Evaluation of Proposals

A process for evaluating each proposal supplied in response to this RFP is described in the following paragraphs. This process outlined below will be applied uniformly and consistently to assign a numeric value to each proposal and assist with the process of identifying Bidders who will qualify as finalists for the award of a contract resulting from this RFP.

4.2.1 Evaluation Team

The Nation will appoint an Evaluation Team for the purpose of evaluating all submitted Proposals. This team may include key stakeholders, members of management and selected consultants. This Evaluation Team will review the SOW and evaluate each Proposal submitted.

4.2.2 Evaluation Criteria

Submitted proposals will be evaluated on a 100-point system as outlined in the table below.

Category	Point Assignment
Meets Fundamental Expectations: Does the vendor meet all the Fundamental Expectations? If not, does the vendor provide alternative solutions or a convincing rationale for why they should be the successful vendor?	10
Staff Experience & Qualifications: Does the proposal supply concrete evidence that the vendor and proposed project team, possess the relevant experience and background to successfully complete this project?	15
Previous Performance for (the “Nation”): Has the vendor demonstrated excellence in previous work with the Nation?	5
Price or Fee: Does the vendor provide a convincing rationale for the proposed cost which represents good value for money?	15
Related work experience: Does the proposal supply concrete examples of prior performance along with at least 3 client references specific to work on Oracle Cloud?	10
Proposed Approach: Structure – Does the proposal include all the required information? Content – Does the proposal present the right combination of vision and detail? Are the specific activities, deliverables and proposed timeline aligned with the Nations expectations and do they seem feasible? Presentation – Has the vendor clearly and compellingly described how they will accomplish the work set out in the project? Does the writing and overall presentation reflect the vendors comfort and expertise in this project area?	15
Management and Institutional Resources: Does the proposal indicate that the vendor has the capacity to efficiently and successfully complete the proposed project? Does the proposal show that the vendor has the equipment, resources, and personnel to accomplish the tasks set out by this RFP?	20
Technical: Does the vendor demonstrate a clear understanding of the technical requirements of the project?	5
Value Additions: Does the vendor provide additional value outside of the base scope? For instance, additional services, consulting, knowledge transfer, etc.	5
Choctaw Tribal Member Owned Company	5
Total	105

4.3 Execution of an Agreement

The Nation intends to award a single contract for this RFP but reserves the right to award multiple contracts to multiple Bidders, if that option is in the best interest of the Nation.

Section 5 – Additional Terms and Conditions

5.1 Contractual Requirements

The contractual requirements of the Choctaw Nation of Oklahoma are detailed herein. Vendors will be expected to meet all of these contractual requirements. If a vendor cannot meet these terms and conditions, the vendor should not submit a proposal. Unless otherwise specified in the RFP, the successful proposer agrees to enter into a Contract on the form approved by the Nation, which shall include, but not be limited to, the following requirements:

5.2 Governing Law

The Contract will be governed by and interpreted in accordance with the laws of the state of Oklahoma without giving effect to its laws or rules relating to conflicts of laws that would direct the application of the law of another jurisdiction. Any claim or controversy arising out of the Contract will be settled exclusively by the state courts located in Bryan County, Oklahoma. Nothing contained in the Contract shall be construed to waive the sovereign rights of the Nation, its elected officials, directors, officers, employees or agents.

5.3 Indemnification

Vendor will defend, indemnify and hold harmless the Nation, its subsidiaries, affiliates, and their respective elected officials, officers, directors, employees, and agents against all claims, demands or liabilities (including reasonable attorneys' fees) arising out of or occurring in connection with Vendors performance under the Contract which result in any: (i) personal injury or death of any person; (ii) alleged infringement of any patents, copyrights or trade secrets arising from Vendor's performance of the Contract, or from the Nation's use of goods or services provided thereunder; or (iii) damage to or loss of property. Vendor will insure itself against the above claims under its contractual liability insurance coverage, but such insurance shall in no way limit the scope of Vendor's indemnification of the Nation.

5.4 Insurance

Consultant shall maintain, during the term of this Agreement, insurance of the types and amounts as specified in Exhibit 2 – Insurance Guidelines.

5.5 Tax Exemption

The Nation may be exempt from certain federal, state and local taxes for purchases, including sales and use taxes. Vendor shall not charge the Nation for any taxes in connection with the goods or services. In the event that any taxes should have been charged to the Nation, Vendor will consider such taxes to be included in the purchase price and will deduct from the purchase price and remit the applicable taxes to the appropriate governing authority.

5.6 Non-Exclusivity

The Nation reserves the right to purchase from third parties items, equipment, or services similar or identical to those provided pursuant to the Contract.

5.7 Subcontractors

Vendor may not engage subcontractors to perform any services or provide goods without the express written consent of the Nation, which consent may be withheld in the Nation's sole discretion. Vendor agrees to bind every subcontractor to all the provisions of the Contract, including, but not limited to, indemnification and insurance requirements.

5.8 Incorporation

All requirements of the RFP and representation made in the proposal that are not in conflict with the RFP or the Contract shall be incorporated into the Contract. In the event of a conflict between the language of the RFP and the Contract, the language of this RFP shall govern except only to the extent that specific language of the Contract expressly states that it supersedes particular language of the RFP.

Such additional requirements as may be standard or customary transactions or this type or otherwise required by the Nation.

EXHIBIT 1

SCOPE OF WORK

Project Overview

The Choctaw Nation of Oklahoma (the Nation) seeks to identify and select a vendor for Information Technology (IT) project staff augmentation specific to Oracle Cloud Fusion applications. The Nation reserves the right to engage alternative sources in the event the awarded vendor is unable to provide specific resources for this project.

IT is acquiring designated project related staff for the following purposes:

- Contract with Disengagement upon Completion of Work

Resources would be expected to contribute to the Nations needs by working on-site at the following locations:

- Durant, Oklahoma
- Remote opportunities may be available, but at the discretion of the Nation

IT needs to establish a staffing arrangement with a staffing vendor that can provide job candidates of appropriate skills and skill levels within a commuting distance to areas indicated above. As it is difficult to find qualified IT candidates in a timely fashion, IT would like to formulate a process where the Nation can work with a specific vendor to ensure an adequate pool of staffing resources are available to work with IT Hoshonti team depending on areas of focus, competitive pricing, and previous performance.

Fundamental Expectations

1. The Nation reserves the right to award this RFP to one or multiple vendors based on business needs and the appropriateness of the vendor for each scope. Each position will be evaluated separately.
 - a. Likewise, the vendor may respond to all scopes or those in which they feel most suited.
2. Awarded firm(s) must provide a dedicated account manager that will serve as a single point of contact for the duration of the relationship.
 - a. Account manager will need to be available during normal business hours, Monday thru Friday with the ability to meet in the locations listed above on a quarterly basis to discuss the ongoing Customer/Supplier relationship.
3. Firm must be able to provide candidates within 2 weeks of request.
4. Candidates must pass drug screening conducted by the Firm before performing work at the Choctaw Nation.
 - a. Vendor must provide proof of drug screening for submitted candidates.
5. Firm must meet insurance requirements for any contractors.
6. Contract with disengagement upon completion of work
 - a. Firm must be able to provide contractor resources that will perform duties as defined by a Statement of Work with the Nation for a specific period or outcome.

- i. Upon Completion of needed services or outcome, the contractor will be released.
 - b. Rates for the contract work of this type will be agreed upon ahead of time as defined by the needs specified within this RFP, by function, and must be agreeable to both parties.
 - i. Agreement on tasks and project will be recorded.
- 7. Firm must be able to provide the quantity of resources that specialize and have experience as defined in the following scopes.

Enterprise Performance Management Functional Consultant

- 1. Primary responsibilities:
 - a. Coordinates with System Analysts and IT Lead to identify best practice configurations and roadmap opportunities to meet approved requirements;
 - b. Advise team on best practice business processes;
 - c. Advise team on best practice testing and training approaches;
 - d. Assists in product configuration and training where appropriate.
- 2. Areas of expertise:
 - a. Oracle Cloud Fusion Enterprise Performance Management (EPM), Fusion ERP (Financials) as it relates to budgeting, and HCM as it relates to headcount budgeting
- 3. Background
 - a. Bachelor's degree in a technical or business field or equivalent combination of education, work experience, and certifications.
 - b. Certifications in Oracle EPM Cloud (Budgeting)
 - c. 10+ years' experience implementing Oracle EPM Cloud
 - d. Exceptional interpersonal skills with the ability to develop long-lasting relationships with team members and business stakeholders and manage high-pressure situations.
 - e. Self-motivated individual with demonstrated ability to "dig in" and solve problems with minimal background information.
 - f. Excellent organizational and time management skills coupled with an ability to multi-task and prioritize work with little direction.
 - g. Expert understanding of budgeting business functions
- 4. Timing
 - a. 12-to-18-month engagement beginning approximately October 2023

Materials Management TechnoFunctional Consultant

- 1. Primary responsibilities:
 - a. Coordinates with System Analysts and IT Lead to identify best practice configurations and roadmap opportunities to meet approved requirements;
 - b. Advise team on best practice business processes;
 - c. Advise team on best practice testing and training approaches;
 - d. Assists in product configuration and training where appropriate.
- 2. Areas of expertise:
 - a. Oracle Cloud Fusion Supply Chain Management (SCM) Purchasing/Inventory and ERP as it relates to Materials Management, including but not limited to General Ledger (GL), Accounts Payable (AP), and Project Portfolio Management (PPM)
- 3. Background

- a. Bachelor's degree in a technical or business field or equivalent combination of education, work experience, and certifications.
- b. Certifications in Oracle SCM Cloud (Purchasing/Inventory) and Oracle ERP Cloud (GL/AP)
- c. 10+ years' experience implementing Oracle SCM Cloud Materials Management, preferably in one or more healthcare settings
- d. Exceptional interpersonal skills with the ability to develop long-lasting relationships with team members and business stakeholders and manage high-pressure situations.
- e. Self-motivated individual with demonstrated ability to "dig in" and solve problems with minimal background information.
- f. Excellent organizational and time management skills coupled with an ability to multi-task and prioritize work with little direction.
- g. Expert understanding of supply chain management business functions
- 4. Timing
 - a. 12-to-18-month engagement beginning approximately October 2023

Talent Management Functional Consultant

- 1. Primary responsibilities:
 - a. Coordinates with System Analysts and IT Lead to identify best practice configurations and roadmap opportunities to meet approved requirements;
 - b. Advise team on best practice business processes;
 - c. Advise team on best practice testing and training approaches;
 - d. Assists in product configuration and training where appropriate.
- 2. Areas of expertise:
 - a. Oracle Cloud Fusion Human Capital Management (HCM) HR/Talent Management including but not limited to:
 - b. Oracle Grow
 - c. Career Development
 - d. Succession Planning
 - e. Dynamic Skills
 - f. Oracle Guided Learning
 - g. Digital Assistant
 - h. Oracle Help Desk
- 3. Background
 - a. Bachelor's degree in a technical or business field or equivalent combination of education, work experience, and certifications.
 - b. Certifications in Oracle HCM Cloud (Talent)
 - c. Human Resource experience and/or certification.
 - d. 10+ years' experience implementing Oracle HCM Cloud
 - e. Exceptional interpersonal skills with the ability to develop long-lasting relationships with team members and business stakeholders and manage high-pressure situations.
 - f. Self-motivated individual with demonstrated ability to "dig in" and solve problems with minimal background information.
 - g. Excellent organizational and time management skills coupled with an ability to multi-task and prioritize work with little direction.
 - h. Expert understanding of Human Resource business functions.
- 4. Timing
 - a. 12-18 month engagement beginning approximately October 2023.

Deliverables

1. Vendor will provide an overview of the candidate selection and review process.
 - a. How are candidates recruited?
 - b. How/what background checks are performed?
 - i. Financial, Criminal, Work History, etc.
 - c. How/when are candidates tested for drugs?
 - d. How are the candidates' technical skills verified?
 - e. What steps are used to ensure a candidate will be a good fit for a staff augmentation opportunity?
 - f. How will candidates be presented to the Nation?
2. Provide an example resource sheet, including a breakdown of all fees for a typical work week.
3. Describe how contract staff's time is recorded, tracked and approved by both the vendor and the Nation.
4. Describe the invoicing process that will be used including:
 - a. Deposits/pre-payments
 - b. Net Terms
 - c. Etc.
5. Describe any remediation available if the Nation needs to alter one resource and skillsets for another during the engagement.
6. Describe the process to move a contracted candidate from contractor status to a potential full-time employee of the Nation.
7. Provide an overview of the typical pricing structure for staff augmentation on the positions as listed and provide pricing options such as hourly rate per role for medium to high level experience and a potential monthly rate fee as positions are engaged.
8. The vendor must define what sets their company apart from their competition.
9. The vendor must provide a proposed contract.
10. The vendor must address each point of the Scope of Work.
 - a. Vendor must explain any deviations and provide an alternative.
11. The vendor must identify the account representative and/or primary point of contact.
12. The vendor must supply three (3) client references for projects that interface with LMS.
13. The proposal must not include any embedded files. The use of embedded files could result in disqualification.

EXHIBIT – 2

INSURANCE GUIDELINES

Insurance

The Insurance Guidelines below are demonstrative of the minimum level of insurance that may be required of the successful Bidder that enters into an agreement with the Choctaw Nation of Oklahoma.

1. Vendor shall maintain, during the term of this Agreement, insurance of the types and amounts as specified in any Statement of Work. In the event any Statement of Work does not contain specific insurance requirements, Vendor will carry or cause to be carried and maintained in force throughout the entire term of this Agreement insurance coverages as described in paragraphs (a) through (c) below with insurance companies with an A.M. Best (or comparable agency) rating of A- or better. The limits set forth below are minimum limits and will not be construed to limit Vendor's liability. All costs and deductible amounts will be for the sole account of Vendor.

- a. Worker's Compensation insurance coverage in an amount that complies with the laws of the state or states having jurisdiction over each employee (whether or not Vendor is required by such laws to maintain such insurance), and Employer's Liability coverage with limits of \$100,000 each accident, \$100,000 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 \$500,000 each occurrence for bodily injury and property damage to include coverage for all owned, non-owned, and hired vehicles.

In each of the above described policies, Vendor agrees to waive and will require its insurers to waive any rights of subrogation or recovery they may have against the Nation, its parent, subsidiary, or affiliated companies. Under the policies described in (b) and (c) above, the Nation, its parent, subsidiary, and affiliated companies will be named as additional insureds as respects Vendor's operations and as respects any Services performed under this Agreement. Any costs associated with naming these additional insureds are included in the contract cost. The policies described in (b) and (c) above will be primary insurance with respect to the Nation, its parent, subsidiary and affiliated companies, and any other insurance maintained by the Nation, its parent, subsidiary or affiliated companies is excess and not contributory with this insurance. Non-renewal or cancellation of the policies described above will be effective only after written notice is received by the Nation from the insurance company thirty (30) days in advance of any such non-renewal or cancellation. Prior to commencing the Services hereunder, Vendor will deliver to the Nation certificates of insurance on an industry standard form evidencing the existence of the insurance

coverages required above. In the event of a loss or claim arising out of or in connection with the Services performed under this Agreement, Vendor agrees, upon request of the Nation, to submit the original or a certified copy of its insurance policies for inspection by the Nation. The Nation will not insure nor be responsible for any loss or damage, regardless of cause, to property of any kind, including loss of use thereof, owned, leased or borrowed by Vendor, or their employees, servants, or agents, other than property which becomes a part of the contract works. The above insurance limits may be achieved by a combination of primary and umbrella/excess policies.

EXHIBIT - 3

Customer References

Provide three references that represent vendor contracts for providing services with similar requirements, performance, complexity and size, within a period of the past three years.

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

Client Name: _____

Client Contact: _____

Phone: _____ Email: _____

Contract Award Date: _____ Term of Contract: _____ (Yr/Mo)

Contract Description: _____

The Nation may contact references submitted as part of this proposal.

EXHIBIT - 4

Bidder Certification Page

AUTHORIZED SIGNATURE:

The proposal must be signed with the full name and address of the Bidder; if a co-partnership, by a member of the firm with the name and address of each member; if a corporation, by an authorized officer thereof in the corporate name.

Certificate of Current Cost or Pricing Data

This is to certify that to the best of my knowledge and belief the cost or pricing data submitted to the Nation in response to this Request for Proposal is accurate, complete and current as of the date of execution of this certificate. If any cost or price furnished is incomplete, inaccurate or not current as certified, resulting in an increase of any price, including profit or fee, then such price or cost shall be reduced accordingly and the Nation made whole retroactive to the commencement date of the contract that may result from this solicitation.

The below-named individual, submitting and signing this proposal, verifies that he/she is a duly authorized officer of the company, and that his/her signature attests that all items and conditions contained in this Request for Proposal are understood and accepted.

DATE

AUTHORIZED SIGNATURE

COMPANY NAME

ADDRESS

CITY/STATE/ZIP CODE

PRINTED NAME OF AUTHORIZED SIGNATURE

PHONE

EXHIBIT – 5

Acknowledgement of Method of Award

Bidder hereby acknowledges that a review and understanding of Section 4 – Method of Award and Contract Execution and Section 5 – Additional Terms and Conditions.

_____ (Bidder) has reviewed and understands the provisions of Section 4 – Method of Award & Contract Execution and Section 5 – Additional Terms & Conditions contained within this RFP.

Printed Name

Authorized Signature

Date