



Request for Information (RFI)

by: Dustin Replogle

for: Corporate Marketing

ref: Technical and design services for company's digital marketing experience

RFI released: July 5th, 2024

Deadline for Questions: **July 9th, 2024**

Deadline for Responses: **July 12th, 2024**

Points of Contact:

Dustin Replogle – dustin.replogle@cnent.com

Phil Walker

Cassie Cash

Cherokee Nation Entertainment

777 W. Cherokee Street

Catoosa, OK 74015

The information CNE requires

This RFI is issued by Dustin Replogle, referred to below as “the Buyer” or “we” or “us”.

What CNE needs

CNE requires technical and design services to enhance the company’s digital marketing experience. This RFI is a precursor to the *Player Digital Engagement & Rebranding RFP* that will be distributed to qualified vendors by **July 26th, 2024**. Upon successful completion of this RFI response by **July 12th, 2024, no later than 3:00 PM CST**, and review of the submissions by Cherokee Nation Entertainment, qualified vendors will be notified that they have been invited to participate in the *Player Digital Engagement & Rebranding RFP*.

CNE is looking for one or more firms to fulfill the following project scopes of work for:

- One Star Rewards Loyalty Program & Cherokee Nation Entertainment Corporate Brand
- Website Implementation & Integration
- Gaming Mobile Loyalty Application
- Customer Data Platform (CDP)

In order to bid on the upcoming Cherokee Nation Entertainment *Player Digital Engagement & Rebranding RFP*, you must provide the following by **July 12th, 2024, no later than 3:00 PM CST**, as part of your RFI response:

- Three (3) or more current casino property client references that may be contacted by Cherokee Nation Entertainment (more than 3 references may be required depending on the Vendor Prequalification Worksheets Submitted (Section 2.a.3.a/b/c/d).
- Executed Non-Disclosure Agreement or a date upon which your organization will be able to return the document.
- Completed Vendor Prequalification Worksheet Response(s) (Attached in Section 2.a.3.a/b/c/d)
 - Gaming Mobile Loyalty Application
 - Vendor may also offer a Gaming Loyalty Online Player Portal
 - Current mobile apps listed below
 - Total number of apps tbd
 - One Star Rewards Loyalty Program & Cherokee Nation Entertainment Corporate Brand
 - Rebrand of the current One Star Rewards Loyalty Program
 - ✓ Craft new loyalty program inclusive of all offerings, earning criteria, brand alliance, potential for gaming / non-gaming activities
 - Rebrand of the current Cherokee Nation Entertainment corporate brand
 - Website Implementation & Integration
 - Selection of Content Experience Platform (CXP)
 - Redevelopment of three (3) - four (4) websites listed below (with the ability to easily add additional company-owned websites in the future)
 - UX/UI design services of redeveloped websites
 - Total number of websites tbd
 - Customer Data Platform (CDP)
 - Data integration
 - Data cleansing and de-duplication
 - Data unification or stitching
 - Segmentation & personalization
 - Real-time data processing, analytics & reporting
 - Multichannel support and prebuilt integrations
 - Use of Machine Learning and Predictive Insights
 - Specific tools to identify PII and potentially protected data

- Must have published list of integrations and must-have Gaming & Hospitality standard systems
- Must have complete implementation and engineering capability to support recommended solution

Please deliver RFI responses electronically via email. If you do not receive a confirmation of receipt response soon after sending your RFI response with your selected Vendor Prequalification Worksheet(s), please call or email Dustin Repogle to ensure it was received.

Links to Current Websites, Portals, Apps relevant to this RFI:

- One Star Rewards iOS App
 - <https://apps.apple.com/us/app/one-star-rewards/id1434463936?ls=1>
- One Star Rewards Android App
 - <https://play.google.com/store/apps/details?id=com.joingo.cher>
- Gold Strike Casino Resort iOS App
 - <https://apps.apple.com/us/app/gold-strike-casino-resort/id6450556072>
- Gold Strike Casino Resort Android App
 - https://play.google.com/store/apps/details?id=com.joingo.chgs&hl=en_US&gl=US
- Cherokee Casino & Hotel Website
 - <https://www.cherokeecasino.com/>
- Hard Rock Hotel & Casino Tulsa Website
 - <https://www.hardrockcasinotulsa.com/>
- One Star Rewards (Loyalty) Website
 - <https://www.onestarrewards.com/>

A bit about CNE

Cherokee Nation Entertainment, L.L.C. ("CNE"), a wholly owned tribal corporation of the Cherokee Nation and its subsidiaries and affiliates, is requesting information (RFI) encompassing a One Star Rewards Loyalty Program & Cherokee Nation Entertainment Corporate Brand, multiple Website Implementations & Integrations, a Gaming Mobile Loyalty Application, and a Customer Data Platform (CDP) as well as other related components and services.

CNE's gaming and entertainment operations include food and beverage venues (60+), eleven casinos, four hotels (~1,800 rooms), live entertainment venues, and one golf course.

SECTION 1: Key Information

1.1 Context

- a. This Request for Information (RFI) seeks information that will help Cherokee Nation Entertainment determine its Requirements for the design of our key players club brand and the complementary digital experiences for players and guests.
- b. Following this RFI, Cherokee Nation Entertainment will decide on what procurement process it will follow, if any.

1.2 CNE timeline

Here is our timeline for this RFI: (Central Standard Time)

Deadline for Responses: July 12th, 2024, 3:00 PM CST

1.3 How to contact CNE

- a. Contact your CNE Point of Contact via email with any questions regarding the RFI.
- b. **Point of Contact: Name:** Dustin Replogle
Title/role: Buyer, Purchasing
Email address: dustin.replogle@cnet.com

1.4 Developing and submitting your information

- a. This is not a tender process.
- b. Take time to read and understand the RFI. In particular, understand CNE's requirements. These are in Section 2 of this document.
- c. This RFI response may disqualify your organization from participating in and receiving the Official "Player Digital Engagement & Rebranding RFP" by July 26th, 2024 at the sole discretion of CNE.
- d. CNE desires to narrow the finalists of participating vendors based on the Vendor Prequalification Worksheets provided in Section 2.a.3.a/b/c/d below. If you have questions about this process, ask the Point of Contact before the Deadline for Questions (see 1.2 above).
- e. CNE will not give out any further details regarding the scope of work or deliverables in this RFI process so please answer to the best of your ability and note any assumptions in your responses.
- f. In your response, please indicate what scopes of work you intend to bid on should your organization be qualified as a finalist for the Official "Player Digital Engagement & Rebranding RFP" distributed by July 26th, 2024.
- g. Only provide worksheets in Section 2.a.3.a/b/c/d that you intend to bid on. Your organization must submit

at least one (1) worksheet to qualify. Not submitting more than one (1) worksheet will not prevent your organization from bidding on additional scopes of work in the Official “Player Digital Engagement & Rebranding RFP” distributed by July 26th, 2024; however, it is highly encouraged to submit all worksheets that correspond to your organization’s desire to bid.

- h. Submit your Response before the Deadline for Responses.
- i. Responses must include the one (1), two (2) or three (3) completed worksheets as referenced in section Section 2.a.3.a/b/c/d depending on the respondent's ability to complete the Scope of Work
- j. Respondents may submit for part or all of the *Player Digital Engagement & Rebranding RFP* and must indicate what part of the scope of work respondent will be bidding on as part of this RFI response.

1.5 Address for submitting your Response

Submit your Response to the following address:

All bids shall be submitted by email using the following email address: bids@cnet.com, Please copy and paste **CNE071224** into the email subject line. This is the only text that can be in the subject line. RFI documents must be sent as an attachment. **We do not accept bids in person or by mail.** Proposals are only accepted when submitted to the email address. **Do not copy the buyer on submittal.** If you copy the buyer on submittal, **it can be grounds for disqualification.**

CNE will not accept responses sent by post, email, or delivered to our office other than outlined above in the submission instructions.

1.6 Later changes to the RFI or RFI process

- a. After publishing the RFI, if CNE needs to change anything or provide additional information, the buyer will let all Respondents know via email. Dates listed in this RFI document are subject to change.

SECTION 2: CNE Requirements and Submissions

a.1 Background

CNE's gaming and entertainment operations include

- Eleven casinos
- 4,000+ employees
- 2.2 Million players in Oklahoma and Mississippi
- (65) food and beverage venues,
- Four hotels with more than 1,800 rooms combined (multiple towers and room types)
- Live entertainment venues
- One championship golf course
- (1) Spa, (3) Pools, (1) Horse Racing Track (Racino, included in 11 casino #)

Casino Name	Slots
Fort Gibson	500
Grove	350
Ramona	425
Roland	850
Sallisaw	250
South Coffeyville	300
Tahlequah	500
West Siloam Springs	1,600
Will Rogers Downs	250
Hard Rock Hotel & Casino Tulsa	2,300
Gold Strike Casino Resort Tunica	2,500
Total	9,825

Casino Name	Hotel Rooms
Fort Gibson	0
Grove	0
Ramona	0
Roland	120
Sallisaw	0
South Coffeyville	0
Tahlequah	0
West Siloam Springs	140
Will Rogers Downs	0
Hard Rock Hotel & Casino Tulsa	454
Gold Strike Casino Resort Tunica	1,131
Total Room Count	1,845

a.2 Objectives

a. **Guest Experience:** Cherokee Nation Entertainment (CNE) would like to provide a personalized and exciting experience at our properties regardless of the guests' status or worth. We want to provide a brand they are excited to conduct business with as well be an advocate to a brand they align with. We want to have engaging platforms that drives not only visits but on-screen time. This is to ensure programming that is relayed, drives incremental trips and value across those patrons that choose to do business with us. The brand needs to be cohesive across the website, mobile app and loyalty program.

b. **Integration Capabilities:** Cherokee Nation Entertainment would like our next technological investment to begin the digital connection between digital marketing systems. In the acquisition of these technologies, we would like the content that is published within the CXP to be distributed to the mobile app platform. Additionally, we would like integrations into our company's current/future technologies:

- Digital Asset Management (DAM) system
- Patron Management System (IGT Patron Advantage)
- Social Media Platforms
- Customer Relationship Management (CRM)
- Language Translation capabilities for the websites
- CNE API Management solution based in Azure

c. **Streamline Operations:** For the technologies purchased, Cherokee Nation Entertainment's goals are to minimize any custom configurations and allow for quicker builds/implementation to future-proof company growth. With these goals in mind, Cherokee Nation Entertainment (CNE) would like the ability to reduce the manual process of loading promotions and content in multiple instances across the various technical platforms.

d. **Reporting and Analytics:** Cherokee Nation Entertainment would like a robust system(s) that can produce real-time reporting that will help drive KPI's & attribute to profitability. Reporting would need to be integrated with various systems, including:

- Casino Management Systems
- Marketing/Loyalty Kiosks
- Food & Beverage Systems
- Customer Relationship Management (CRM)

Integrations could be direct into the systems or into a data warehouse.

e. **Security and Compliance:** The solution should prioritize data security, comply with industry standards, and provide features for securing guest information and transactions such as digital identity and Active Directory.

f. **Scalability:** The solution should be scalable to accommodate CNE's future growth and expansion plans.

g. **Customer Experience:** We prefer a cloud based, integrated, end-to-end solution that has the most intuitive customer user experience. The experience for both the customer out front and the operations workers back

of house.

a.3 Functional Requirements/Vendor Prequalification Worksheets

a. WEBSITE IMPLEMENTATION & INTEGRATION

WEBSITE IMPLEMENTATION & INTEGRATION Prequalification Worksheet **Responses Due July 12th at 3pm CST**

NOTE: Please reference these questions below with your answers in a PDF format as your **Website Implementation & Integration Prequalification Worksheet** response along with any other supporting materials:

1. References

Please provide at least three (3) references for work related to the development of patron-facing websites utilizing a Content Experience Platform (CXP) fully integrated to key systems to provide players and guests with access to account information and offers, hotel booking information, ticket purchases and more. Cherokee Nation Entertainment (CNE) encourages participants to submit more than three (3) references for this project and will give more weight to references that include similar sized clients. Ideally, Cherokee Nation Entertainment would like to have references that were able to launch multiple patron-facing websites within 150 days of contract execution although a range of timeframes for referenced patron-facing website client cases are acceptable and encouraged. Client references that utilize Content Management Systems, CXPs, Player/Member Portals, Marketing Automation Platforms and CRMs are preferred.

- a. Please include the amount of time from contract execution to full launch of the patron-facing website completed with functional player portal, hotel booking engine and implemented/integrated CMS, CXP, CDP, CRM and Marketing Automation Platforms.
- b. Please obtain permission from each client reference as they will be contacted by Cherokee Nation Entertainment’s mobile / digital consultant administrating the Cherokee Nation Entertainment Player Digital Engagement & Rebranding RFI.
- c. Please provide a budget range for the solutions provided to each referenced client that encompasses all costs for the first two (2) years of service or the total budget if less than two (2) years.

2. Project Definitions

For clarity and transparency, Cherokee Nation Entertainment (CNE) wants a clear expectation of timelines and project deliverables for the Hard Rock Hotel & Casino Tulsa website, Cherokee Casino & Hotel website, and One Star Rewards websites from the chosen vendor partner.

- a. “Project Launch” – Please provide a detailed definition of “Project Launch”. “Project Launch” is defined here as the date after the contract execution that the selected vendor partner has obtained all deliverables from Cherokee Nation Entertainment (CNE) necessary to begin the project; the date where website development begins. The timeline for delivery of the patron-facing website will depend on this date. Ex. If a delivery date of 150 days is given by the selected

vendor to deliver the final production versions of the Hard Rock Hotel & Casino Tulsa website, Cherokee Casino & Hotel website, and One Star Rewards website, then the “Project Launch” date is the start of the 150 days. Please elaborate on your organization’s definition of “Project Launch”.

- i. Please include a laundry list of the deliverables that MUST be received by your organization’s staff from Cherokee Nation Entertainment (CNE) in order to initiate the “Project Launch”. It is the intention of Cherokee Nation Entertainment to provide all deliverables necessary for “Project Launch” on **August 30th, 2024**, to the awarded vendor partner.
- b. “Website Launch” – Please provide a detailed definition of “Website Launch”. “Website Launch” is defined here as the date after the “Project Launch” where each website is launched into production and live online where players and guests can access the site via web browser at respective URLs of each site; the date where website development ends and the system is approved by Cherokee Nation Entertainment (CNE). Please elaborate on your organization’s definition of “Website Launch”.

3. Timelines

It is the desire of Cherokee Nation Entertainment (CNE) to deploy the Hard Rock Hotel & Casino Tulsa website, Cherokee Casino & Hotel website, and One Star Rewards websites within 150 days of contract execution in a minimum “phase 1” roll-out and possibly deliver an improved “phase 2” version at some point after 150 days if necessary. There are core/must-have features and functions for the “phase 1” version of each website that will be addressed in the Official “Player Digital Engagement & Rebranding RFP” that will be sent to qualified vendors after review of this RFI response.

- a. 150-Day Launch – Please define your ability to meet a website launch deadline of 150 days from “Project Launch”. Please assume all resources and deliverables will be met by Cherokee Nation Entertainment (CNE) as needed with 48-hour turnarounds on approvals.
 - i. Please include a bullet point list of features that your typical websites (based on previous builds and similar scope) can provide “out of the box” within a 150-day launch window. You may provide existing sales materials to illustrate the previously developed website features and functions or simply describe them in a written format. This section is meant to be a concise overview of the vendor partner’s capabilities to quickly get a “phase 1” version of each website listed into production by the deadline. Cherokee Nation Entertainment (CNE) understands that this RFI does not include all of the deliverables and scope. Please do your best to give a rough estimate of meeting deadlines and website projects based on the information provided. Assume a perfect set of circumstances.

4. Contract Terms

In this section, Cherokee Nation Entertainment (CNE) will provide a list of terms that are desired to be included in the awarded contract. Please give a brief description of your company’s stance on these terms and if your company is willing to participate in the “Player Digital Engagement & Rebranding RFP” knowing that these terms will be points necessary to complete the contract agreement.

- a. Cherokee Nation Entertainment (CNE) typically requires a 30-day out clause for all partner agreements. If this is not something your organization offers, please let us know in your response to this document.
- b. Cherokee Nation Entertainment (CNE) prefers to pay for the development of the websites separately from the monthly hosting and maintenance fees. Please let us know if this is your model or if your cost/payment structure is different. Under no circumstances will Cherokee Nation Entertainment (CNE) pay a maintenance fee prior to the "Website Launch" date. Please express any concerns or objections to these payment terms.
- c. Cherokee Nation Entertainment (CNE) would like to earn a discount of up to 25% on the development of the Website Implementation and Integration based on the delivery dates of the websites agreed upon at the onset of the project. A 100% payment of the Setup/Development fee is paid for an "on time" delivery of the three (3) to four (4) websites only and some percentage discount for each week each listed website's "Website Launch" is delayed due to the chosen vendor partner will be earned. Please be prepared to define your timeline in your organization's Official "Player Digital Engagement & Rebranding RFP" response tentatively due on **August 9th, 2024**, as well as the circumstances under which you would consider a delay in delivery of the three (3) to four (4) websites "not in your organization's control". Is this a scenario your organization can participate in? Please express any concerns or objections to these payment terms.
- d. Cherokee Nation Entertainment (CNE) will only pay 50% of the Setup/Development fee in advance and the other 50% upon completion on the date of "Website Launch" for each website listed less any discounts earned from any delays in delivery of the Cherokee Nation Entertainment three (3) to four (4) websites. Please express any concerns or objections to these payment terms.
- e. In the event of a sale of the chosen vendor partner company awarded a contract for services for the Cherokee Nation Entertainment (CNE) three (3) to four (4) websites, Cherokee Nation Entertainment (CNE) reserves the right to cancel the agreement and the agreement is non-transferrable unless agreed to in writing by Cherokee Nation Entertainment (CNE).
- f. Cherokee Nation Entertainment (CNE) desires exclusivity. If you currently have a casino client within 200 miles of Cherokee Nation Entertainment, please confirm that in this response and tell us how you would differentiate the Cherokee Nation Entertainment (CNE) websites will differ from that casino's version. If your organization does not currently have a casino client based in the state of Oklahoma, please tell us how close your closest client is to Cherokee Nation Entertainment (CNE). Please also tell us if your organization is open to exclusivity in the market of casinos within 200 miles of Cherokee Nation Entertainment (CNE). This is not a requirement for doing business.
- g. Tribal Sovereignty/Jurisdiction language to be required in the final vendor agreement: "Upon award of the bid, vendor agrees to negotiate a service agreement with CNE, which agreement shall not infringe upon CNE's tribal sovereignty and dispute resolution requirements."
 - i. " Please tell us if your organization will commit to this term.

b. GAMING MOBILE LOYALTY APPLICATION – Loyalty Mobile App for iOS and Android

GAMING MOBILE LOYALTY APPLICATION Prequalification Worksheet

Responses Due **July 12th at 3pm CST**

NOTE: Please reference these questions below with your answers in a PDF format as your **Gaming Mobile Loyalty Application Prequalification Worksheet** response along with any other supporting materials:

1. References

Please provide at least three (3) references for work related to the development of a patron-facing Gaming Mobile Loyalty Application for iOS and Android Mobile Devices for the One Star Rewards Loyalty Program. Cherokee Nation Entertainment (CNE) encourages participants to submit more than three (3) references for this project and will give more weight to references that include similar sized clients with several properties in their portfolio represented in the gaming mobile loyalty app. Ideally, Cherokee Nation Entertainment (CNE) would like to have references that were able to launch a patron-facing casino loyalty mobile application within 120-to-150 days of contract execution although a range of timeframes for referenced patron-facing casino loyalty mobile application client cases are acceptable and encouraged. Client references that utilize the IGT Patron Advantage Casino Management System are preferred.

- a. Please include the amount of time from contract execution to full launch of the patron-facing casino loyalty mobile application in the Apple App Store and Google Play.
- b. Please obtain permission from each client reference as they will be contacted by Cherokee Nation Entertainment's mobile / digital consultant administrating the Cherokee Nation Entertainment Gaming Mobile Loyalty Application RFI.
- c. Please provide a budget range for the solutions provided to each referenced client that encompasses all costs for the first two (2) years of service or the total budget if less than two (2) years.

2. Project Definitions

For clarity and transparency, Cherokee Nation Entertainment (CNE) wants a clear expectation of timelines and project deliverables for a Gaming Mobile Loyalty Application from the chosen vendor partner.

- a. "Project Launch" – Please provide a detailed definition of "Project Launch". "Project Launch" is defined here as the date after the contract execution that the selected vendor partner has obtained all deliverables from Cherokee Nation Entertainment (CNE) necessary to begin the project; the date where app development begins. The timeline for delivery of the Gaming Loyalty Mobile Application will depend on this date. Ex. If a delivery date of 150 days is given by the selected vendor to deliver the final iOS and Android version of the Cherokee Nation Entertainment Mobile Loyalty Apps, then the "Project Launch" date is the start of the 150 days. Please elaborate on your organization definition of "Project Launch".

- i. Please include a laundry list of the deliverables that MUST be received by your organization’s staff from Cherokee Nation Entertainment (CNE) in order to initiate the “Project Launch”. It is the intention of Cherokee Nation Entertainment to provide all deliverables necessary for “Project Launch” on **August 30th, 2024**, to the awarded vendor partner.
- ii. “App Launch” – Please provide a detailed definition of “App Launch”. “App Launch” is defined here as the date after the “Project Launch” where the iOS and Android versions of the Cherokee Nation Entertainment Gaming Mobile Loyalty Application have been submitted to Apple App Store and Google Play; the date where app development ends and the system is approved by Cherokee Nation Entertainment (CNE). Please elaborate on your organization’s definition of “App Launch”. Cherokee Nation Entertainment (CNE) understands that this RFI does not include all of the deliverables and scope. Please do your best to give a rough estimate of meeting deadlines and website projects based on the information provided. Assume a perfect set of circumstances.

3. Timelines

It is the desire of Cherokee Nation Entertainment (CNE) to deploy a Gaming Mobile Loyalty Application within 120-to-150 days of contract execution in a “phase 1” roll-out and possibly deliver an improved “phase 2” version at some point after 150 days. There are core features for the “phase 1” version of the Gaming Mobile Loyalty Application that will be addressed in the “Official Player Digital Engagement & Rebranding RFP” that will be sent to qualified vendors after review of this RFI response.

- a. 120-to-150-Day Launch – Please define your ability to meet an app launch deadline of 120-to-150 days from “Project Launch”. Please assume all resources and deliverables will be met by Cherokee Nation Entertainment (CNE) as needed with 48-hour turnarounds on approvals.
 - i. Please include a bullet point list of features that your system can provide “out of the box” within a 120-to-150-day launch window. You may provide existing sales materials to illustrate the features and functions or simply describe them in a written format. This section is meant to be a concise overview of the vendor partner’s capabilities to quickly get a “phase 1” version of the Gaming Mobile Loyalty Application app to market quickly and without any custom development. If your firm is a custom development studio, please cite an existing client case study to help illustrate your firm’s ability to meet the deadline with features that your firm has completed in prior builds.

4. Contract Terms

In this section, Cherokee Nation Entertainment (CNE) will provide a list of terms that are desired to be included in the awarded contract. Please give a brief description of your company’s stance on these terms and if your company is willing to participate in the “Player Digital Engagement & Rebranding RFP” knowing that these terms will be points necessary to complete the contract agreement.

- a. Cherokee Nation Entertainment (CNE) typically requires a 30-day out clause for all partner agreements. If this is not something your organization offers, please let us know in your response to this document.
- b. Cherokee Nation Entertainment (CNE) prefers to pay for the development of the app separately from the monthly maintenance fees. Please let us know if this is your model or if your cost/payment structure is different. Under no circumstances will Cherokee Nation Entertainment pay a maintenance fee prior to the "App Launch" date. Please express any concerns or objections to these payment terms.
- c. Cherokee Nation Entertainment (CNE) would like to earn a discount of up to 25% on the development of the Gaming Mobile Loyalty App based on the delivery date of the app. A 100% payment of the Setup/Development fee is paid for an "on time" delivery of the Gaming Mobile Loyalty Application only and some percentage discount for each week the Gaming Mobile Loyalty App "App Launch" is delayed due to the chosen vendor partner will be earned. Please be prepared to define your timeline in your organization's "Official Player Digital Engagement & Rebranding RFP" response tentatively due on **August 9th, 2024**, as well as the circumstances under which you would consider a delay in delivery of the app "not in your organization's control". Is this a scenario your organization can participate in? Please express any concerns or objections to these payment terms.
- d. Cherokee Nation Entertainment (CNE) will only pay 50% of the Setup/Development fee in advance and the other 50% upon completion on the date of "App Launch" less any discounts earned from any delays in delivery of the Cherokee Nation Entertainment Mobile Loyalty Application. Please express any concerns or objections to these payment terms.
- e. In the event of a sale of the chosen vendor partner company awarded a contract for services for the Gaming Mobile Loyalty Application, Cherokee Nation Entertainment (CNE) reserves the right to cancel the agreement and the agreement is non-transferrable unless agreed to in writing by Cherokee Nation Entertainment (CNE).
- f. Cherokee Nation Entertainment (CNE) desires exclusivity. If you currently have a casino client within 200 miles of Cherokee Nation Entertainment, please confirm that in this response and tell us how you would differentiate the Cherokee Nation Entertainment Gaming Mobile Loyalty App from that casino's version. If your organization does not currently have a casino client based in the state of Oklahoma, please tell us how close your closest client is to Cherokee Nation Entertainment. Please also tell us if your organization is open to exclusivity in the market of casinos within 200 miles of Cherokee Nation Entertainment (CNE). This is not a requirement for doing business.
- g. Tribal Sovereignty/Jurisdiction language to be required in the final vendor agreement: "Upon award of the bid, vendor agrees to negotiate a service agreement with CNE, which agreement shall not infringe upon CNE's tribal sovereignty and dispute resolution requirements. "
 - i. " Please tell us if your organization will commit to this term.

c. REBRANDING – LOYALTY CLUB & CORPORATE BRAND

LOYALTY CLUB & CORPORATE BRAND Prequalification Worksheet
Responses Due July 12th at 3pm CST

NOTE: Please reference these questions below with your answers in a PDF format as your **One Star Rewards Players Club Brand & Cherokee Nation Entertainment Corporate Brand Prequalification Worksheet** response along with any other supporting materials:

1. References

Please provide at least three (3) references for work related to the development and branding of a casino loyalty program with variations for digital, on-prem collateral and print/outdoor media, brand guidelines and standards, tone considerations, color palate, taglines, etc. Also, please provide at least three (3) references for company branding. Cherokee Nation Entertainment (CNE) encourages participants to submit more than three (3) references for this project and will give more weight to references that include similar sized clients. Ideally, Cherokee Nation Entertainment (CNE) would like to have references that were able relaunch a casino players club brand within 90 days of contract execution although a range of timeframes for referenced rebranding project client cases are acceptable and encouraged. Client references that have a multi-property portfolio with a one-card players club program are preferred.

- a. Please include the amount of time from contract execution to the final approved brand standards guide and logo treatments as well as the phases of development for rebranding projects.
- b. Please obtain permission from each client reference as they will be contacted by Cherokee Nation Entertainment's mobile / digital consultant administrating the Cherokee Nation Entertainment Player Digital Engagement & Rebranding RFI.
- c. Please provide a budget range for the solutions provided to each referenced client that encompasses all costs for the first two (2) years of service or the total budget if less than two (2) years.

2. Project Definitions

For clarity and transparency, Cherokee Nation Entertainment (CNE) wants a clear expectation of timelines and Casino Loyalty Club rebrand & Cherokee Nation Entertainment Corporate rebrand project deliverables for development of branding logos with variations for digital, on-prem collateral and print/outdoor media, brand guidelines and standards, tone considerations, color palate, taglines, etc. from the chosen vendor partner.

- a. "Project Launch" – Please provide a detailed definition of "Project Launch". "Project Launch" is defined here as the date after the contract execution that the selected vendor partner has obtained all deliverables from Cherokee Nation Entertainment (CNE) necessary to begin the project; the date where brand development begins. The timeline for delivery of a branding logo with variations for digital, on-prem collateral and print/outdoor media, brand guidelines and standards, tone considerations, color palate, taglines, etc. will depend on this date. Ex. If a delivery date of 90 days is given by the selected vendor to deliver the final deliverables for each rebrand, then the "Project Launch" date is the start of the 90 days. Please elaborate on your organization definition of "Project Launch".

- i. Please include a laundry list of the deliverables that MUST be received by your organization’s staff from Cherokee Nation Entertainment (CNE) in order to initiate the “Project Launch”. It is the intention of Cherokee Nation Entertainment to provide all deliverables necessary for “Project Launch” on **August 30th, 2024**, to the awarded vendor partner.
- b. “Project Completion” – Please provide a detailed definition of “Project Completion”. “Project Completion” is defined here as the date after the “Project Launch” where the One Star Rewards rebrand & Cherokee Nation Entertainment Corporate rebrand has approved each branding logo with variations for digital, on-prem collateral and print/outdoor media, brand guidelines and standards, tone considerations, color palate, taglines, etc. as well as any other contracted deliverables; the date where brand development ends and final approved vector files and brand standards documentation are delivered to Cherokee Nation Entertainment. Please elaborate on your organization’s definition of “Project Completion”.

3. Timelines

It is the desire of Cherokee Nation Entertainment (CNE) to complete a rebrand for the One Star Rewards Players Club Brand & Cherokee Nation Entertainment Corporate Brand within 90 days of contract execution. These deliverables will be requirements for the “phase 1” versions of the Gaming Mobile Loyalty Application and the Hard Rock Hotel & Casino Tulsa website, the Cherokee Casino & Hotel website, the Gold Strike Casino Resort Tunica Website and the One Star Rewards website to be completed that will be further addressed in the “Official Player Digital Engagement & Rebranding RFP”.

- a. 90 Day Launch – Please define your ability to meet an app launch deadline of 90 days from “Project Launch”. Please assume all resources and deliverables will be met by Cherokee Nation Entertainment (CNE) as needed with 48-hour turnarounds on approvals.
 - i. Please include a list of client pre-launch and final deliverables that are standard for casino players club and corporate rebranding projects. You may provide existing sales materials to illustrate the brand development process and ideology. This section is meant to be a concise overview of the vendor partner’s capabilities and methodologies to ideate, develop and deliver corporate and players club rebrands.

4. Contract Terms

In this section, Cherokee Nation Entertainment (CNE) will provide a list of terms that are desired to be included in the awarded contract. Please give a brief description of your company’s stance on these terms and if your company is willing to participate in the in the RFP knowing that these terms will be points necessary to complete the contract agreement.

- a. Cherokee Nation Entertainment (CNE) typically requires a 30-day out clause for all partner agreements. If this is not something your organization offers, please let us know in your response to this document.
- b. Cherokee Nation Entertainment (CNE) would like to earn a discount of up to 25% on the development of the One Star Rewards Players Club rebrand & Cherokee Nation Entertainment Corporate rebrand. A 100% payment of the project fee is paid for an “on time” delivery of the final approved vector files and brand standards documentation only and some percentage discount for each week the

final approved vector files and brand standards documentation “Project Completion” is delayed due to the chosen vendor partner will be earned. Please be prepared to define your timeline in your organization’s “Official Player Digital Engagement & Rebranding RFP” response tentatively due on **August 9th, 2024**, as well as the circumstances under which you would consider a delay in delivery of the final approved vector files and brand standards documentation “not in your organization’s control”. Is this a scenario your organization can participate in? Please express any concerns or objections to these payment terms.

- c. Cherokee Nation Entertainment (CNE) will only pay 50% of the project fee in advance and the other 50% upon completion on the date of “Project Completion” less any discounts earned from any delays in delivery of the final approved vector files and brand standards documentation. Please express any concerns or objections to these payment terms.
- d. Cherokee Nation Entertainment desires exclusivity. If you currently have a casino client within 200 miles of Cherokee Nation Entertainment (CNE), please confirm that in this response and tell us how you would differentiate the Cherokee Nation Entertainment One Star Rewards Program brand from others within the radius. If your organization does not currently have a casino client based in the state of Oklahoma, please tell us how close your closest client is to Cherokee Nation Entertainment (CNE). Please also tell us if your organization is open to exclusivity in the market of casinos within 200 miles of Cherokee Nation Entertainment (CNE). This is not a requirement for doing business.
- e. Tribal Sovereignty/Jurisdiction language to be required in the final vendor agreement: "Upon award of the bid, vendor agrees to negotiate a service agreement with CNE, which agreement shall not infringe upon CNE's tribal sovereignty and dispute resolution requirements. "
 - i. " Please tell us if your organization will commit to this term.

d. CDP – CUSTOMER DATA PLATFORM

CUSTOMER DATA PLATFORM Prequalification Worksheet
Responses Due July 12th at 3pm CST

NOTE: Please reference these questions below with your answers in a PDF format as your **Customer Data Platform Prequalification Worksheet** response along with any other supporting materials:

1. References

Please provide at least three (3) references for work related to the development and implementation of a Customer Data Platform (CDP) fully integrated to key systems to consolidate customer information. Cherokee Nation Entertainment (CNE) encourages participants to submit more than three (3) references for this project and will give more weight to references that include similar sized clients. Ideally, Cherokee Nation Entertainment (CNE) would like to have references that were able launch a Customer Data Platform (CDP) within 100 days of contract execution, although a range of timeframes for

referenced CDP project client cases are acceptable and encouraged. Client references that have a multi-property portfolio with a singular loyalty program are preferred.

- a. Please include the amount of time from contract execution to the full launch of the customer data platform.
- b. Please obtain permission from each client reference as they will be contacted by Cherokee Nation Entertainment’s mobile / digital consultant administering the Cherokee Nation Entertainment Player Digital Engagement & Rebranding RFI.
- c. Please provide a budget range for the solutions provided to each referenced client that encompasses all costs for the first two (2) years of service or the total budget if less than two (2) years.

2. Project Definitions

For clarity and transparency, Cherokee Nation Entertainment (CNE) wants a clear expectation of timelines and project deliverables for the acquisition of the company’s first Customer Data Platform (CDP) from the chosen vendor partner.

- a. “Project Launch” – Please provide a detailed definition of “Project Launch”. “Project Launch” is defined here as the date after the contract execution that the selected vendor partner has obtained all deliverables for Cherokee Nation Entertainment (CNE) necessary to begin the project; the date where discovery and development begins. The timeline for delivery of the development and onboarding of a Customer Data Platform (CDP) will depend on this date. Ex. If a delivery date of 100 days is given by the selected vendor to deliver the final deliverables for a CDP, then the “Project Launch” date is the start of the 100 days. Please elaborate on your organization definition of “Project Launch”.
 - i. Please include a laundry list of the deliverables that MUST be received by your organization’s staff from Cherokee Nation Entertainment (CNE) in order to initiate the “Project Launch”. It is the intention of Cherokee Nation Entertainment to provide all deliverables necessary for “Project Launch” on **August 30th, 2024**, to the awarded vendor partner.
- b. “Project Completion” – Please provide a detailed definition of “Project Completion”. “Project Completion” is defined here as the date after the “Project Launch” where the Customer Data Platform (CDP) has successfully been onboarded and integrated with the casino systems identified in the discovery phase of the project; the date where development and integrations end and the system is approved by Cherokee Nation Entertainment (CNE). Please elaborate on your organization’s definition of “Project Completion”.

3. Timelines

It is the desire of Cherokee Nation Entertainment (CNE) to complete the onboarding of a Customer Data Platform (CDP) within 100 days of contract execution.

- a. 100-Day Launch – Please define your ability to meet a CDP launch deadline of 100 days from “Project Launch”. Please assume all resources and deliverables will be met by Cherokee Nation Entertainment (CNE) as needed with 48-hour turnarounds on approvals.
 - i. Please include a list of client pre-launch and final deliverables that are standard for customer data platform onboarding projects. This section is meant to be a concise overview of the vendor partner’s capabilities to

quickly get a “phase 1” version of the Customer Data Platform live quickly and efficiently.

4. Contract Terms

In this section, Cherokee Nation Entertainment (CNE) will provide a list of terms that are desired to be included in the awarded contract. Please give a brief description of your company’s stance on these terms and if your company is willing to participate in the in the RFP knowing that these terms will be points necessary to complete the contract agreement.

- a. Cherokee Nation Entertainment (CNE) typically requires a 30-day out clause for all partner agreements. If this is not something your organization offers, please let us know in your response to this document.
- b. Cherokee Nation Entertainment (CNE) prefers to pay for the set up and onboarding of the CDP separately from the monthly licensing and maintenance fees. Please let us know if this is your model or if your cost/payment structure is different. Under no circumstances will Cherokee Nation Entertainment pay a maintenance fee prior to the “Project Launch” date. Please express any concerns or objections to these payment terms.
- c. Cherokee Nation Entertainment (CNE) would like to earn a discount of up to 25% on the CDP onboarding, implementation and integration (or any upfront fee for set-up) based on the delivery dates agreed upon at the onset of the project. A 100% payment of the Setup/Development fee is paid for an “on time” delivery of the fully set up production version of the CDP. Please be prepared to define your timeline in your organization’s “Official Player Digital Engagement & Rebranding RFP” response tentatively due on **August 9th, 2024**, as well as the circumstances under which you would consider a delay in delivery of a CDP “not in your organization’s control”. Is this a scenario your organization can participate in? Please express any concerns or objections to these payment terms.
- d. Cherokee Nation Entertainment (CNE) will only pay 50% of the Setup/Development fee in advance and the other 50% upon completion on the date of “Project Launch” less any discounts earned from any delays in delivery of the Cherokee Nation Entertainment (CNE) three (3) to four (4) websites due to the set up, onboarding and implementation of the CDP. Please express any concerns or objections to these payment terms.
- e. Cherokee Nation Entertainment (CNE) desires exclusivity. If you currently have a casino client within 200 miles of Cherokee Nation Entertainment, please confirm that in this response. If your organization does not currently have a casino client based in the state of Oklahoma, please tell us how close your closest client is to Cherokee Nation Entertainment. Please also tell us if your organization is open to exclusivity in the market of casinos within 200 miles of Cherokee Nation Entertainment. This is not a requirement for doing business.
- f. Tribal Sovereignty/Jurisdiction language to be required in the final vendor agreement: "Upon award of the bid, vendor agrees to negotiate a service agreement with CNE, which agreement shall not infringe upon CNE's tribal sovereignty and dispute resolution requirements. "
 - i. " Please tell us if your organization will commit to this term.

e. Pricing Information

a. Pricing and Licensing: Please provide a budget range for the client solutions listed as references in each workbook. In the case of SaaS-based products such as CDP, CXP, DXP, CRM or Mobile App, please provide any general pricing you offer for your out-of-the-box solution. Disclosing these prices and budgets will not prevent your organization from bidding on the final scope of work but is meant to give a general baseline understanding of costs for your organization's products and services. CNE expects that pricing will be customized based on the scope or work, desired features and functions, services and other variables that will be disclosed in the Official "Player Digital Engagement & Rebranding RFP" that will be distributed by July 26th, 2024.

f. Terms & Conditions

a. Terms regarding prohibited content or gaming offer related use: Provide a link to your organization's terms of use, terms & conditions, prohibited content policy or any other standard term & condition that references your organization's stance on servicing casinos in the US for the purpose of marketing gaming offers to players. CNE would require the vendor to disclose any reference to gaming, gambling, casino or other key words used in terms & conditions language for any products or unrelated products your organization offers. If your company does not have such terms & conditions please state so here.

3.0 Submission Guidelines

Interested vendors are requested to submit their responses electronically by 3 p.m. CST on **July 12th, 2024**, to the email address specified in Section 1.5.

4.0 Evaluation and Selection

The information received through this RFI will be evaluated based on the vendor's baseline ability to meet the functional requirements, integration capabilities, cost-effectiveness, and scalability based on each scope or product need outlined in Section 2. Following the evaluation of all the RFI responses, selected vendors may be invited to participate in the Official "Player Digital Engagement & Rebranding RFP" that will be distributed by July 26th, 2024 or provide additional information.

5.0 Disclaimer

This RFI does not constitute a commitment, implied or otherwise, that the issuing organization will take any further action in connection with this project. All costs associated with responding to this RFI will be solely the vendor's responsibility.

CNE looks forward to receiving your comprehensive response to this RFI and evaluating your design capabilities for a proper digital customer experience for its business needs.

Section 3: Confidentiality Agreement

CONFIDENTIALITY AGREEMENT

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:

RFI NUMBER: RFI

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:

Section 4: Required Documents for the Official “Player Digital Engagement & Rebranding RFP”

Note: The documents shown below are for review and will only be required if your company receives the Official “Player Digital Engagement & Rebranding RFP” tentatively scheduled to be delivered to approved

vendors by **July 26th, 2024** and will be required as part of that Official “Player Digital Engagement & Rebranding RFP” response. **The Business Relationship Affidavit and Non-Collusion Affidavit are not due at this time.** The Non-Disclosure Agreement will be due prior to receiving the Official “Player Digital Engagement & Rebranding RFP” so if you have not received and executed your NDA, please do so as soon as possible prior to July 12th, 2024. Your company will be notified if you are accepted as a participant at which time the NDA will be required to be executed in order to receive the Official “Player Digital Engagement & Rebranding RFP”. These documents are being provided here to give your company ample time to review and prepare should your company be invited to participate in the Official “Player Digital Engagement & Rebranding RFP”.

Insurance requirements: To be considered an acceptable bid during the RFP process, minimum coverages and limits, as well as any additional insurance requirements, will be specified in the Statement of Work and must be evident on the submitted certificates of insurance. Additional limits or policies may be required depending on the final scope of work, specifically cyber risk insurance, per the terms and conditions of the Contract Agreement.

SECTION IV

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 Company 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 Company 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 Company 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.)

SIGNATURE PAGE TO THE BUSINESS RELATIONSHIP AFFIDAVIT

Subscribed and sworn to before me this _____ day of _____ 20__.

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 employee of Cherokee Nation Businesses, L.L.C. or any wholly-owned entity of Cherokee Nation Businesses, L.L.C. 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 official of Cherokee Nation Businesses, L.L.C. or any wholly-owned entity of Cherokee Nation Businesses, L.L.C. concerning exchange of money or other thing of value for special consideration in the letting of a Contract.

Signed: _____

TITLE: _____

Subscribed and sworn to before me this _____ day of _____, 20__.

Notary Public

My Commission Expires: _____