



IMMEDIATE PUBLIC RELEASE

REQUEST FOR BID

PROFESSIONAL RECRUITMENT SERVICES TO HIRE A DIRECTOR OF HUMAN RESOURCES RFB# EDCTN18-003

November 2, 2017

To Whom It May Concern:

Salt River Pima-Maricopa Indian Community (SRPMIC) Schools, also known as Education Division, is planning to perform a national search to hire a qualified, highly motivated and technically skilled DIRECTOR OF HUMAN RESOURCES.

Request for Bid (RFB) Purpose

The Superintendent is seeking to hire and retain a highly qualified consulting firm who can assist in the Director of Human Resources search, recruitment, interview, and, in short, thoughtfully recommend a quality hiring process in order to achieve the greatest amount of objectivity and thoroughness, which results in an ideal Employer-Employee match.

A quality and reputable Professional Recruitment Firm must perform the following Scope of Work.

- The Firm must be able to evaluate and recommend modifications to the current Director of Human Resources Job Description. The Superintendent will determine if modifications are necessary.
- The Firm must provide the Superintendent with a list of their recommended Director of Human Resources Candidate markets, which are also known as Advertising Venues.
- The Firm must be able to design a high quality, confidential and objective recruitment process which would ensure all stakeholders have a high degree of confidence in the process. The recruitment process target timeframe is between 1-3 months, or as soon as the position is filled.
- The Firm must be able to communicate its methodology and professional practices for achieving the above deliverables, ensuring appropriate stakeholders are involved.
- The Firm must be able to understand within a one (1) month timeframe the complexities of the SRPMI Community and the Education Division DBA Salt River Schools and its operations in order to be able to carefully design the recruitment process and ultimately assist in bringing forward quality Director of Human Resources Candidates to the Superintendent.
- The Firm must be able to objectively and thoroughly recruit and screen Director of Human Resources Candidates, where such candidates would work, on a long-term basis, *in the best interest of the SRPMIC Education Division, its Schools and the Community at large.*

SRPMIC Education Division Background

The Education Division, DBA Salt River Schools, strives to offer services that are innovative, culturally relevant and academically rigorous. The Division was established by Ordinance in 2000 as part of the Salt River Pima-Maricopa Indian Community's long range Educational Plan. The Division has experienced growth marked by the opening of Salt River High School in 2004 and achieving national accreditation for Salt River Elementary School, Salt River High School and the Accelerated Learning Academy.

The Education Division is a diverse and complex school district/ tribal education department, which consists of Education Administration, four (4) School sites and multiple Support Services departments. The Education Division employs approximately 380 certified and non-certified staff. The Schools serve approximately 1,000 students annually. The Higher Education department provides services for about 300 adult students.

APPROXIMATE TIMELINE

DESCRIPTION	DATE
Salt River Schools begins to accept bids	Wednesday, November 1, 2017
Deadline for bids submitted electronically	Wednesday, November 29, 2017 (no later than 2:00 PM)
Contract Award Date	December 2017
Project Timeline	December 2017 – March 2018

Thank you for your timely consideration of this project.

Sincerely,

Dawn Yazzie Howard, M.B.A.
 RFB Facilitator, Salt River Schools
 10,005 E. Osborn Rd., Scottsdale, AZ 85256
Dawn.YazzieHoward@srpmic-ed.org
 (480) 362-2500 work

SUMMARY

Salt River Pima-Maricopa Indian Community (SRPMIC) Schools, also known as Education Division, is planning to perform a national search to hire a qualified, highly motivated and culturally sensitive Director of Human Resources. The SRPMIC Education Division is governed by an appointment board of directors, known as the Education Board (ED Board).

Reporting Authority

The SRPMIC Council created the Education Division by Council Resolution on July 1, 1996. Authority for operation of a grant school is provided under U.S. Public Law 100-297. According to the resolution, the Education Board reports directly to the Council. The Council therefore appoints new and renewing board members to the Education Board. The Education Board is not an elected body. The Education Division is a **closely held, component unit** of the Salt River Pima-Maricopa Indian Community which is unlike the typical public school system.

The Superintendent reports directly to the Education Board with a dotted line of reporting authority to the Community Manager. The dotted line reporting means the Superintendent will facilitate any shared resources with the Community government through the Community Manager and their direct reports.

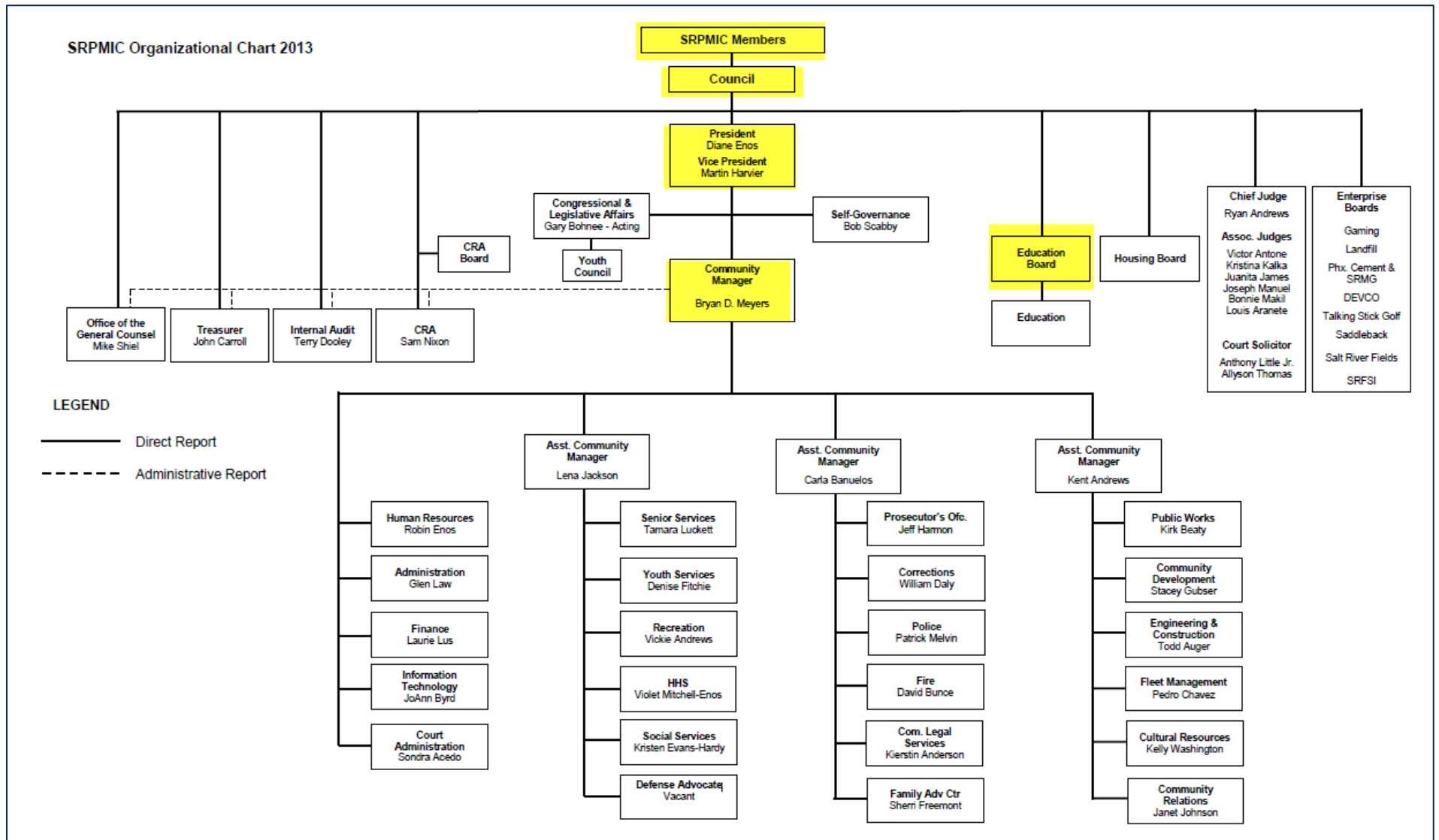
The Superintendent is the direct supervisor of the Director of Human Resources, as such this position is a member of the Executive Team.

EDUCATION BOARD MEMBERS

Chairperson Heather Washington	Vice-Chairperson Kim Anton
Council Representative Deanna Scabby	Secretary Henry Osif
Members	
Patricia Rush Deana L. Washington	Roberta Seepie Elaina Osife

Education Board Meetings

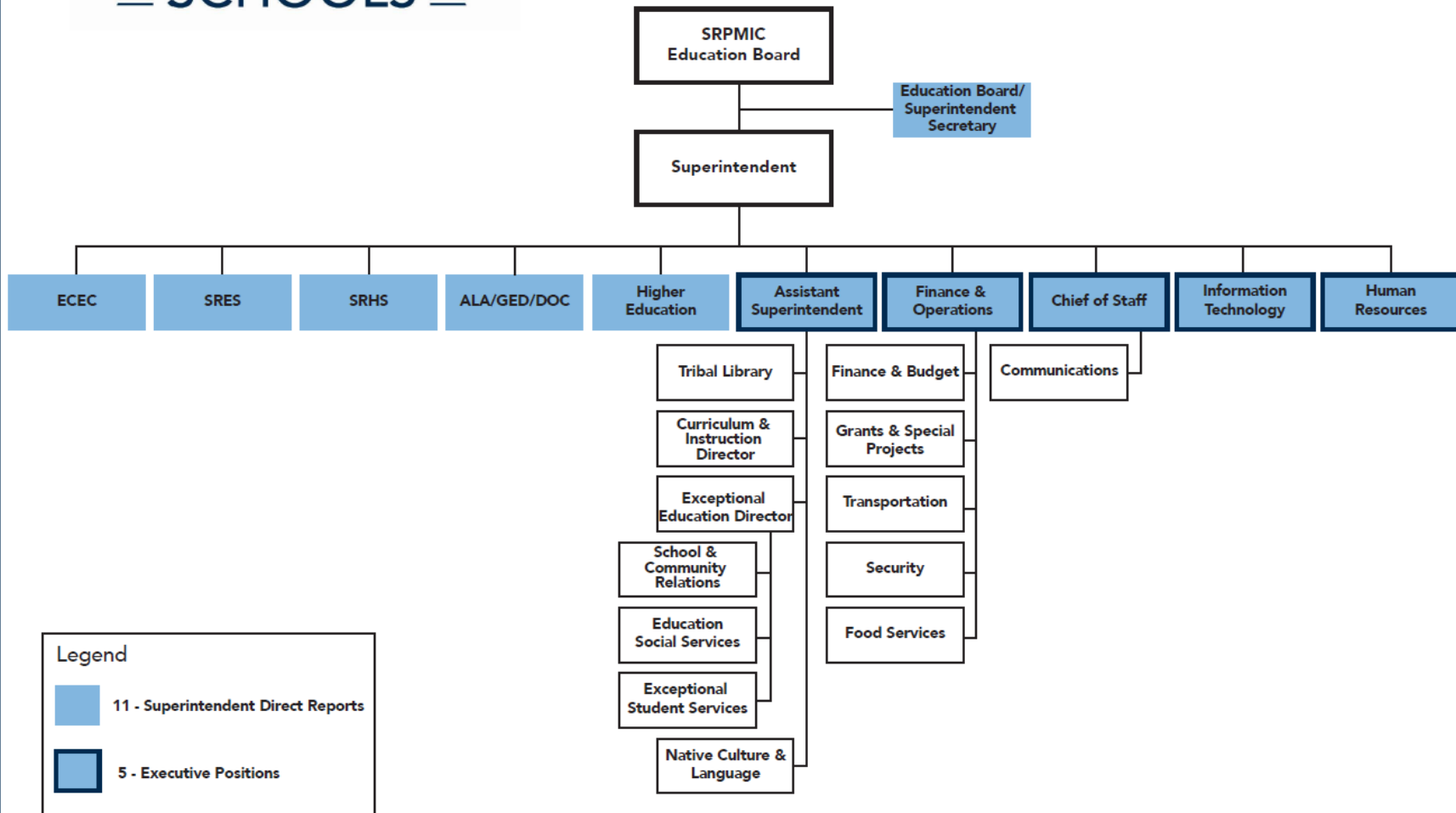
Education Board meetings are held the first and third Monday of each month at 5:15 PM in the Education Board Room, 4815 North Center Street, Scottsdale, AZ 85256. The community is welcome to attend.





Education Division Organization Chart

Education Board Approved April 3, 2017



REQUEST FOR BID (RFB) PURPOSE

The Superintendent is seeking to hire and retain a highly qualified consulting firm who can assist in the Human Resources Director search, recruitment, interview, and, in short, thoughtfully recommend a quality hiring process in order to achieve the greatest amount of objectivity and thoroughness, which results in an ideal Employer-Employee match. An ideal Employer-Employee match would include the scope of work below.

ADDITIONAL SRPMIC EDUCATION DIVISION BACKGROUND

The SRPMIC Education Division is a very complex organization with ample human resources entrusted by the Community to educate predominately Native American students an innovative, culturally relevant, and academically rigorous curriculum.

EMPLOYEE COMPOSITION

The Education Division employs *approximately* 381 employees, which are listed below:

Approximately 381 Employees by Classification.

- ECEC - 104
- Salt River Elementary - 89
- Salt River High School – 57
- Salt River Alternative Sites – 21
- Community Library – 3
- Culture & Language – 14
- *Ed-Administration – 93

*includes support and operations

REQUEST FOR BID (RFB) – SCOPE OF WORK

The ED Board is seeking to hire and retain a highly qualified consulting firm who can assist in the Director of Human Resources search, recruitment, interview, and, in short, thoughtfully recommend a quality hiring process in order to achieve the greatest amount of objectivity and thoroughness, which results in an ideal Employer-Employee match.

A quality and reputable Professional Recruitment Firm must perform the following Scope of Work.

- The Firm must be able to evaluate and recommend modifications to the current Human Resources Director Job Description. The Education Board will determine if a job description modification is necessary.
 1. The position expectation is to hire a qualified candidate who is willing to work for SRPMI Community, its Schools, its students and families on a long term basis, where long term is 5+ years.
 2. The position expectations are also that the individual has a high degree of integrity, transparency and expertise in order to garner trust and loyalty within the entire organization including students and families.
 3. The position expectations include accountability to the staff, students, families, Education Board, Council and Community at large, because this position impacts the future citizens and future leaders of SRPMIC.
 4. Many other duties are listed in the job description.
- The Firm must provide the Education Board with a list of their recommended Candidate markets, which are also known as Advertising Venues.

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- The Firm must be able to design a high quality and objective recruitment process which would ensure all stakeholders have a high degree of confidence in the process. The recruitment process target timeframe is between 1-3 months, or as soon as the position is filled. The recruitment process would include but would not be limited to the following:
 1. As mentioned previously, evaluate the existing job description and recommend necessary revisions.
 2. Release the job description and the recruitment to all relevant candidate markets/ advertising venues.
 3. Collect all the candidate job applications, resumes, and background checks.
 4. Screen all applications to ensure every candidate is qualified and meets both the (a) minimum job qualifications, and (b) can successfully accomplish the major job tasks.
 - The screening criteria will include industry standards and best practices for this critical recruitment.
 - The screening criteria must include, when appropriate, background checks, public records searches, newspaper postings, positive and negative publicity on the internet and social media websites, etc.
 - Screening Methods may be conducted such as:
 - ✓ preparing and delivering a public presentation,
 - ✓ analyzing, interpreting and making strategic decisions,
 - ✓ testing the proficiency using common workplace technology including but not limited to Oracle,
 - ✓ preparing a Communication Plan on a shoe string budget,
 - ✓ and other Best Practice screening methods etc.
 5. Identify the finalist candidates, and prepare them for the series of Stakeholder Interviews, which *may include but will not be limited to* the following:
 - Summary of the results of the screening methods
 - Panel Interview
 - Education Administrators Interview (peers/ "Executive Team")
 - Informal Meet & Greet with direct reports (optional)
 - Any other appropriate and approved Social Media websites, such as LinkedIn.
 - Etc.
 6. Manage the interview and meet & greet process with integrity and confidentiality to ensure all candidates receive fair treatment at the highest levels of professionalism.
 7. Prepare the summary of the interview and meet & greet results for the Superintendent.
 8. The Firm will ensure the hired Human Resources Director is properly transitioned into the Education Division and provide initial support to the Education Human Resources department with any onboarding.
- The Firm must be able to understand within a 1-month timeframe the complexities of the SRPMIC Education and its Schools in order to be able to carefully design the recruitment process and ultimately assist in bringing forward quality Candidates to the Education and to the Community.
- The Firm must be able to objectively screen and actively recruit Candidates, where such candidates would work *in the best interest of the SRPMIC Education Division, its Schools and the Community at large*.
- The Firm must be able to communicate its methodology and professional practices for achieving the above Deliverables.

REPORTING REQUIREMENTS

Project Progress reports will need to be delivered *no less than* on a weekly basis to the RFB Facilitator and Superintendent. Once a selection is made, further details will be provided.

PROPOSAL REQUIREMENTS

Applicant firms must be independent qualified professionals in the field of Human Resources, Recruitment, and/ or Human Capital Optimization.

PROPOSED TIMELINE FOR THE SCOPE OF WORK

1. RFB Release Date	November 1, 2017
2. RFB Due Date	November 29, 2017
3. RFB Review Timeframe & Scoring Summary	Nov. 30 - Dec. 8
4. Official Notices Released to award the contract	About December 11, 2017
5. Selected Finalist will begin the contract negotiation process	About December 11, 2017
6. Final Contract submitted to the ED Board for final approval	December 2017 or January 2018
7. Contract Timeframe (pending negotiations; may be a 2-part contract)	December 2017 - March 2018
8. Gain a thorough understanding of the Organization	During December 2017
9. Consultant Firm to evaluate and provide recommendations for the H.R. Director Job Description	December 2017 - January 2018
10. Consultant Firm to design the Recruitment Process	December 2017 - January 2018
11. Target Date to Advertise the Job Description	December 2017 - January 2018
12. First Review of H.R. Director Candidates	January 2018
13. Firm will screen all candidates, and determine if the candidate group will yield a valid and quality interview process.	January 2018
14. Second Review of H.R. Director Candidates (<i>if necessary</i>)	January 2018
15. Once a group of qualified candidates is ready for interviews, the Firm will initiate the Board-approved Interview Process.	January 2018
16. The Superintendent will make the final selection based upon the entire interview process, background checks, and feedback received from the Firm.	TBD
17. <i>If necessary</i> , the Firm will assist in onboarding and transitioning the selected Candidate into the SRPMIC ED Division organization.	TBD

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Written Proposals will be prepared by applicant firms. The written proposals should be limited to no more than 10 pages, including exhibits; and it should address very specifically the qualifications of the team that you propose to service the SRPMIC Education Division.

In order to assist the decision makers in the evaluation of the proposals, please submit the following information in the left-hand column. Be certain to organize the response in this order, as well.

RFB Written Evaluation Criteria	Max Points = 100 pts.
Scope of Work and Company Background	
<ul style="list-style-type: none"> Brief history and profile of the firm 	5
<ul style="list-style-type: none"> Detailed and organized description of proposal services <ul style="list-style-type: none"> > Job Description Evaluation > Recruitment and Targeted Markets > Interview Process, Screening, etc. > Communication with the Facilitator and Superintendent, and applicable parties/ stakeholders > Summary of the Finalists > Wrap up and Onboard assistance to ED Human Resources 	60
<ul style="list-style-type: none"> Firm team qualifications, experience, credentials and professionalism including resumes of management and staff that will be responsible for the project. 	10
<ul style="list-style-type: none"> Estimated fixed fee on a not-to-be-exceeded basis including estimated hours by partner, manager, senior staff and out-of-pocket expenses. An itemization of the proposed fixed fee is not necessary to submit. 	10
<ul style="list-style-type: none"> Statement of firm’s ability to perform all hiring and project management functions. Please be specific. 	10
<ul style="list-style-type: none"> Samples of the firm’s work products, presentations, and performance are required. 	
Responses to the following questions:	Yes = 1 point, No = 0 points
1. Which School Districts have you provided a Human Resources Director (and/or Executive positions) Recruitment for?	1
<ul style="list-style-type: none"> ➤ For each School District, please describe the type and size of school district. 	n/a
2. How many Human Resources Director (and/or Executive positions) recruitments have you conducted?	1
3. Please explain which recruitments resulted in a positive outcome where long-term and productive employment occurred.	1
4. Which Native American Community and/or Native American Schools have you provided recruiting services for in the United States?	1

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5. Is your professional liability insurance coverage adequate for this project?	Pass/Fail
6. In the last five years, has your firm or any partner or employee been a defendant in a lawsuit in the state of Arizona (or any other State) related to professional services or conduct; ethics violations; procedural actions by the state of Arizona or any related situation, such as consent decrees, settlements, injunctions and the like? Please describe.	Pass/Fail
7. Does your firm or any of its partners or employees provide services to any affiliate of the SRPMIC Education Division including the SRPMIC and its enterprises? Please describe.	1
Total Available Points	100

Please submit your **sealed bid** which will include **five (5)** paper copies of your complete proposal, and an **electronic** copy to: Dawn.YazzieHoward@srpmic-ed.org and purchasing-bids@srpmic-nsn.gov. Failure to follow the guidelines in the letter may result in the exclusion of your firm from consideration.

- You are welcome to contact Dawn Yazzie Howard, Education Division, Salt River Pima-Maricopa Indian Community, 480-362-2500 or e-mail Dawn.YazzieHoward@srpmic-ed.org with questions and inquiries.
- You may also contact Tribal Finance at purchasing-bids@srpmic-nsn.gov, Attn: Sharon Carl.

FIRM AND ENGAGEMENT TEAM QUALIFICATIONS

The qualifications of your firm and your engagement personnel are very important to the Education Division. The key contact will be the engagement partner, and you must commit his or her time and attention to this account.

You should provide the necessary pertinent and relevant information about your firm and each team member assigned to this contractual commitment.

CLARIFICATION

Please send questions in writing via email to the contact below. All questions and answers will be distributed via email to all known responding firms.

- Dawn Yazzie Howard, Salt River Schools, Email: Dawn.YazzieHoward@srpmic-ed.org

COMMUNITY AFFILIATED AND NATIVE AMERICAN BUSINESS PREFERENCE

Policy

It is the policy of the Community to promote the success and growth of Community affiliated and other Native American businesses. To implement this policy, the Community through its Procurement Policy, has authorized the Purchasing Department to apply a preference to these businesses in the award of contracts for goods and/or services. The preference will be given in the method described below and in the following order.

Certified Community-owned businesses; Certified Community Member-owned businesses and certified individual Community Members and; Other Certified Native American businesses.

External Funding Source Applicability

If the contract with an outside funding source allows for, or requires Community Member and Native American Preference, then Community Member or Native American preference will be applied.

Certification

All Offerors seeking preference as a Community Member-owned or Native American- owned business shall be certified as such prior to the solicitation due date. A firm or individual seeking certification as a Community Member-owned or Native American- owned business shall contact the Purchasing Department to determine certification requirements and obtain an application. Purchasing can be contacted by phone at

(480) 362-5730 or email at purchasing-bids@srpmic-nsn.gov, Attn: Sharon Carl.

Restricted Solicitations

- A. All solicitations will initially be restricted to certified Community-owned businesses, certified Community Member-owned businesses, and certified individual Community Members.
- B. The Purchasing Department will first seek to obtain competitive bids, quotes, or bids for a particular good or service from one or more certified Community-owned businesses. The Education Division will attempt to negotiate a mutually acceptable price if the goods or services required are available from a sole Community-owned business source.
- C. If, through a competitive procurement method or direct negotiation, the Education Division does not award a contract to a Community-owned business for the goods or services required, the Education Division will then seek to obtain competitive quotes or bids from one or more certified Community Member-owned businesses or certified individual Community Members. The Education Division will attempt to negotiate a mutually acceptable price if the goods or services required are available from a sole certified Community Member-owned business or certified individual Community Member source.

Unrestricted Solicitations

- A. If a restricted solicitation does not result in an award of a contract, the Purchasing Department will then seek to obtain competitive bids, quotes, or bids from certified Native American businesses and other qualified Offerors.
- B. Award shall be made under unrestricted solicitations to the Offeror who receives the highest overall score based on the Significant Evaluation Factors identified in the Solicitation Packet. A portion of the overall score will be based on the Offerors being a certified Native American business.

Subconsulting Procedures

- A. Prime Offerors that intend to subcontract a portion of the required scope of work or purchase goods in the performance of the work shall first seek to develop subconsultant and supplier interest from certified Community Member-owned businesses. If an agreement cannot be negotiated then the Prime Offeror shall contact the other Native American-owned businesses and other certified businesses prior to other subconsultants or suppliers. The Designation of Professional Services Subconsultants (included as Appendix A to these instructions) shall be filled out, if applicable. A list of current certified businesses with contact information and description of services or goods provided is included as Appendix C to these instructions.
- B. If there are certified Community Member-owned or Native American-owned businesses that provide services related to the scope of work, Offerors shall submit evidence with their Offer that these businesses were contacted. The documentation should include which businesses were contacted and whether they indicated an interest in partnering. The Demonstration of Application of Native American Preference for Subconsultants (included as Appendix B to these instructions) shall be used. Offers not containing the documentation or demonstrating a reasonable attempt to the satisfaction of the Purchasing Department to contact the certified businesses shall be deemed non-responsive.
- C. Successful Offerors shall purchase goods from or subcontract portions of the work to certified

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businesses to the extent that such businesses are equivalent to or better than other non-community businesses with respect to licensure, bond, performance, quality, and cost.

- D. The Community does not imply endorsement of any certified business. Any dispute arising between the Offeror and subconsultant shall be subject to the provisions of the prime agreement.

FEE STRUCTURE

While fees are not the determining factor in this process, they are still very important. The SRPMC Education Division expects excellent service. You are encouraged to present a fair bid since the SRPMIC Education Division will be very critical of extra bills and add-on bills for basic services.

You may structure fees and expenses as you wish, but this proposal requires firm and fixed fee commitments for each of the services discussed above.

All contracted firms are required to follow the SRP-MIC laws, in addition to the contracting requirements for an SRPMIC Business License and Certificate(s) of Insurance. You are welcome to research the Community website for additional information at: www.srpmic-nsn.gov/economic. **If necessary**, the firm and its representatives may be required to obtain a comprehensive background check, which is mandatory when working with or near SRP-MIC School students. DPS Fingerprint Cards may be accepted in lieu of fingerprints.

REFERENCES

Please provide three (3) client references, including phone numbers, who can address the quality of service, attention and professionalism of your firm.

Please also provide three (3) references of Human Resources Directors (and/or Executives) you successfully recruited, including phone numbers, who can address the quality of service, attention and professionalism of your firm.

RESUMES

Attach or include appropriate resumes. They need not take more than one page per person.

SUBMITTING BIDS & DEADLINE

Submit an electronic copy of your complete bid to: Dawn.YazzieHoward@srpmic-ed.org. Failure to follow the guidelines in the letter may result in the exclusion of your firm from consideration.

Proposals should be submitted by **2:00 PM, Wednesday, November 29, 2017**, to the following addresses:

Sealed Bid with 5 Copies

Attn: Sharon Carl
Salt River Pima-Maricopa Indian Community
Finance Purchasing Department
10005 E. Osborn Rd.
Scottsdale, Arizona 85256

All packages must be sealed and clearly marked as **“SRPMIC Education Division ATTN: RFB# EDUC-18-003.”**

SPECIAL TERMS AND CONDITIONS

Each respondent, by submission of a bid, assents to every item within this section.

- A. The SRPMIC Education Division reserves the right to amend these requirements, accept or reject any or all bids, to consider the competency and responsibility of all bidders, to use any information

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determined necessary to establish the ability of any bidder to perform all conditions required and intended by this specification. The SRPMIC Education Division is not bound to accept the lowest total bid.

- B. The SRPMIC Education Division reserves the right to immediately cancel the whole or any part of the contract due to failure of the bidder to carry out any specification term or condition of the contract. The SRPMIC Education Division will issue a written notice of cancellation to the successful bidder for acting or failing to act as in the following:
 - a. The successful bidder fails to perform adequately the services required in the specifications.
 - b. The successful bidder fails to furnish the required product within the time stipulated in the specifications.
 - c. The successful bidder fails to make progress in the performance of the requirements and/or gives the SRPMIC Education Division positive indication that the bidder will not or cannot perform to the requirements in the specifications bid.
 - d. If the SRPMIC Education Division cancels the contract pursuant to this clause, the SRPMIC Education Division reserves all rights or claims to damage for breach of contract.
- C. These attachments must be completed and returned with the bid.
 - Appendix A - Disclosure Statement,
 - Appendix B - Non-Disclosure Agreement (NDA),
 - Appendix C - Confidentiality Agreement,
 - Appendix D – Designation of Professional Services Subconsultants, _____
 - Appendix E – Demonstration of Application of Native American Preference for Subconsultants,
 - Appendix F – Preferred Vendor List of Community Member-Owned Businesses
 - Appendix G – Non-Collusive Affidavit (requires Notary)
- D. The SRPMIC Education Division reserves the right to terminate the contract, at any time, for the convenience of the SRPMIC Education Division, without penalty or recourse, by giving written notice to successful bidder at least thirty (30) days prior to the effective date of such termination. The successful bidder shall be entitled to receive just and equitable compensation for that work completed before the effective date of any termination. At any time prior to the due date and time, the bidder may withdraw their offer by written letter or email.
- E. The successful bidder shall establish and maintain procedures and controls that are acceptable to the SRPMIC Education Division for the purpose of assuring that no information contained in its records or obtained from the SRPMIC Education Division or from others in carrying out its functions under the contract shall be used by or disclosed by it, its agents, officers or employees, except as required to efficiently perform duties under the contract. Persons requesting information shall be referred to the SRPMIC Education Division.

The SRPMIC Education Division appreciates the time and effort that this process takes. Your understanding and your efforts to keep this process as simple as possible will be appreciated. This is a very important decision for the SRPMIC Education Division to make and your cooperation will facilitate the process.

APPENDIX A - DISCLOSURE STATEMENT

Bidder must disclose any possible conflict of interest with the SRPMIC Education Division, including, but not limited to, any relationship with any Salt River Pima-Maricopa Indian Community Education Division employees, Education Division affiliates, or any Education Board Member. Your response must disclose if a known relationship exists between any principle of your firm and any SRPMIC Education Division employee. If to your knowledge no relationship exists, this should be stated in your response. Failure to disclose such a relationship may result in contract cancellation.

_____ No Known Relationship Exists

_____ **Relationship Exists** (Please explain relationship):

Company Name _____

Authorized Signature _____

Date _____

Print Name _____

Title _____

Failure to complete and return this form with your bid/bid will result in your response being disqualified.

APPENDIX B - NON-DISCLOSURE AGREEMENT (NDA)

In order to protect certain confidential and proprietary information which may be disclosed between them, The Salt River Pima-Maricopa Indian Community, a federally-recognized Indian Community and (vendor name) _____ with offices at (vendor address) _____ identified below and also referred to as the parties agree that:

1. The Discloser of Confidential and Proprietary Information is: **Salt River Pima-Maricopa Indian Community, Education Division.**

The Recipient of Confidential and Proprietary Information is: (vendor name) _____

2. The parties' representatives for coordinating disclosure or receipt of Confidential and Proprietary Information are:

Vendor Name

Salt River Pima-Maricopa Indian Community,
Education Division

3. Recipient agrees that any information disclosed to it by the Community in connection with this Agreement shall be considered confidential and proprietary and the Vendor shall not disclose same to any third party and shall hold it in confidence and will not use it other than as permitted under this Agreement.
4. The terms of this Agreement shall be treated as confidential and proprietary by both parties hereto and shall be subject to the confidentiality provisions of this Agreement.
5. Recipient's obligations regarding Confidential and Proprietary Information received under this Agreement shall not expire and shall continue beyond any other agreement between the parties. Nothing in this Agreement shall require either party to divulge Confidential and Proprietary Information to the other party.
6. The parties hereby agree that Recipient shall (1) not disclose Confidential and Proprietary Information to any third party, (2) restrict dissemination of Confidential and Proprietary Information to only those employees of their entity who must be directly involved with Confidential and Proprietary Information, (3) use the same degree of care as for its own information of like importance, but at least use reasonable care in safeguarding against disclosure of Confidential and Proprietary Information of the other party, and (4) not use Confidential and Proprietary Information for any purpose without the prior written consent of the Discloser.
7. This Agreement imposes no obligation upon Recipient with respect to Confidential and Proprietary Information disclosed under this Agreement which (1) is explicitly approved for release by prior written authorization of Discloser, or (2) is known to Recipient prior to such disclosure as reasonably evidenced by records predating such disclosure.
8. Recipient agrees that all Confidential and Proprietary Information received is and will remain the property of Discloser and that it shall not be copied or reproduced without the express prior written permission of the Discloser, except for such copies as may be reasonably required in order to perform

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tasks for the benefit of the Discloser. After the tasks are completed, Recipient will return all the Confidential and Proprietary Information to Discloser along with all copies and /or derivatives made, including copies of portions of the Confidential and Proprietary Information

9. Recipient agrees it will not in any form export, re-export, resell, ship or divert or cause to be exported, re-exported, resold, shipped or diverted, directly or indirectly, any product or technical data or software furnished hereunder or the direct product of such technical data or software to any country for which the United States Government or any agency thereof at the time of export and re-export requires an export license or other governmental approval without first obtaining such license or approval.
10. Each Discloser warrants that it has the right to make the disclosure under this Agreement. Neither party acquires any licenses or other intellectual property rights of the other party under this Agreement. Nothing in this Agreement shall be understood as granting, expressly or by implication, any rights under patents, technical information, or know-how of the Discloser. The parties do not intend that any agency or partnership relationship be created between them by this Agreement.
11. This Agreement shall be governed by, and construed in accordance with the laws of the Salt River Pima-Maricopa Indian Community and can only be modified in a writing signed by both parties.
12. This agreement shall be effective upon the date of execution

By: _____

Date: _____

Name: _____

Title: _____

By: _____

Date: _____

Name: _____

Title: _____

APPENDIX C - CONFIDENTIALITY AGREEMENT

Salt River Pima-Maricopa Indian Community (New Vendor)

This Confidentiality Agreement is entered into by and between the Salt River Pima-Maricopa Indian Community ("Community") and _____ ("Vendor").

WHEREAS, in the course of performing official duties for the Community, Vendor will acquire confidential information regarding the business and governmental operations of the Community, including, but not limited to, financial information, employee information, customer information, and information about the Community's governmental and proprietary business ("Confidential Business and Governmental Information"); and

WHEREAS, Confidential Business and Governmental Information disclosed to Vendor is protected from unauthorized use and disclosure; and

WHEREAS, Vendor and the Community mutually desire to provide for further protection of the Community's Confidential Business and Governmental Information by entering into this Agreement.

NOW THEREFORE, for valuable consideration, the receipt and sufficiency of which is expressly acknowledged, and the mutual covenants and conditions contained herein, Vendor and the Community agree as follows:

1. In consideration for the Community's engagement of Vendor to provide goods or services to the Community, and the Community's disclosure to Vendor of its Confidential Business and Governmental Information for the mutual benefit of Vendor and the Community, Vendor agrees to the following provisions:
 - a. Vendor acknowledges and agrees that Confidential Business and Governmental Information disclosed to Vendor during Vendor's employment with the Community is valuable property of the Community. Vendor further agrees that no property rights of any kind are transferred to Vendor under this Agreement.
 - b. Vendor agrees to maintain the confidentiality of Confidential Business and Governmental Information (even after completion or termination of the Vendor's contract or agreement with the Community) and agrees not to use or disclose such information without the prior written permission of the Community, except as required to perform Vendor's official duties.
 - i. If Vendor is required to disclose Confidential Business and Governmental Information under any court order, subpoena or other judicial or administrative process, Vendor shall notify the Community of the demand for disclosure within twenty-four (24) hours of receiving the demand and, prior to responding to the demand, shall take all steps requested by the Community to defend against the compulsory disclosure and permit the Community to participate with counsel of its choice in any proceeding relating to the compulsory disclosure.
 - ii. Vendor agrees that, upon completion or termination of the Vendor's contract or agreement with the Community, Vendor will promptly return any and all material

containing or reflecting Confidential Business and Governmental Information (whether prepared by the Community, Vendor or otherwise) and will not retain any copies, extracts or other reproductions, in whole or in part, of the subject Confidential Business and Governmental Information.

2. Vendor and the Community understand and acknowledge that this Agreement does not constitute a contract of employment or engagement or obligate the Community to employ or engage Vendor in any capacity for any stated period of time. Vendor and the Community further understand and acknowledge that nothing contained in this Agreement shall be construed to limit, restrict, or alter Vendor's or the Community's rights to terminate the Vendor's contract or agreement with the Community.
3. Vendor acknowledges and agrees that the Community may seek and obtain injunctive relief against the breach or threatened breach of Vendor's obligations under this Agreement, in addition to any other legal remedies that may be available.
4. Vendor and the Community agree that if any provision of this Agreement is held to be illegal, invalid or unenforceable, that provision shall not be part of this Agreement. The legality of the Agreement and the remaining provisions shall not be affected by a finding that any provision of the Agreement is illegal, invalid or unenforceable.
5. Vendor and the Community agree that no failure or delay by the Community to exercise any right, power or privilege under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise of any such right, power or privilege.
6. Nothing in this Agreement is intended to be or shall be construed as a waiver of the sovereign immunity of the Community.
7. The governing law of this Agreement shall be the substantive and procedural law of the Community, without regard to its conflict of laws or provisions.
8. Vendor has carefully read and considered the provisions of this Agreement, has been given the opportunity to consult with counsel of Vendor's choosing, and has decided to enter into this Agreement knowingly and voluntarily, without coercion or undue influence by the Community.

Vendor:		Salt River Pima-Maricopa Indian Community, Education Division:	
Name	_____	Name	_____
Date	_____	Date	_____
Signature	_____	Signature	_____

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**APPENDIX D - DESIGNATION OF PROFESSIONAL SERVICES
 SUBCONSULTANTS**

The respondent will hereinafter state the subconsultants who will be engaged with the respondent to the foregoing solicitation for each particular subdivision or specialty required for completion of the entire scope of work. Only those subdivisions or specialties amounting to five (5) percent or more of the total scope of work need be included. For each included specialty, state the firm name and registration number, if applicable. Also state the first name, last name and registration number of the professional registrant having full authority and responsible charge of the branch or firm listed. Provide the address, phone number and e-mail address of each firm or branch office with whom the respondent will engage. Where no subconsultant is listed for a particular phase of the work, it is understood that the respondent will perform the work. No changes or substitutions may be made in these subconsultants except upon the prior approval of the Salt River Pima - Maricopa Indian Community Schools. The undersigned certifies that the services of the following listed subconsultants were used in making up the bid, and that the subconsultants listed will be used for the work for which they proposed, subject to the approval of the Superintendent/ Director, and in accordance with the applicable provisions of the solicitation and any subsequent amendments.

SPECIALITY	SUBCONSULTANT	ADDRESS, PHONE, EMAIL & FIRM BRANCH REGISTRATION NO.
1.		<hr/> <hr/> <hr/> <hr/> <hr/>
2.		<hr/> <hr/> <hr/> <hr/> <hr/>

Add additional pages as necessary.

APPENDIX E - DEMONSTRATION OF APPLICATION OF NATIVE AMERICAN PREFERENCE FOR SUBCONSULTANTS

Please list all subconsultants from the SRPMIC Preferred Vendor List that can perform professional services on this project and document contact with each of them. If additional space is needed, please use another piece of paper and use same formatting as shown here.

Professional Service	Name of subconsultant	Date/time contacted	Subconsultant contact name	Subconsultant contact phone number	Going to use this subconsultant?	If no, please provide reason for not using subconsultant
					Yes	
					No	
					Yes	
					No	
					Yes	
					No	
					Yes	
					No	
					Yes	
					No	
					Yes	
					No	
					Yes	
					No	

APPENDIX F – PREFERRED VENDOR LIST OF COMMUNITY MEMBER- OWNED BUSINESSES

APPENDIX F - PREFERRED VENDOR LIST OF COMMUNITY MEMBER-OWNED BUSINESSES

5/22/2014

Salt River Pima Maricopa Indian Community		Preferred		Appendix B			
Vendor Name	Contact Name	Description of Business	Phone Number	Certified as Preferred	Community Owned, Community Member Owned	Other Native American	e-mail address
When choosing vendors for products and services, the Certified Community Owned and Certified Community Member Owned Businesses highlighted in "green" are to be contacted first. If a mutually acceptable price is not agreed to/negotiated, then contact "Other Native American Owned Businesses highlighted in "blue". If neither Certified Community Member Owned or Certified "Other" Native American Owned Businesses are available or a mutually acceptable price cannot be agreed upon, then you can go to the list, "Other Vendor" as well as to any other vendors that is not on this list.							
Certified Community Owned and Certified Community Member Owned Businesses (101 Creative Solutions through VMG)							
101 Creative Solutions	Autumn "Blessing" Mairis	marketing agency, including design services, print work, business cards, envelopes, flyers, forms, promotional products, awards, clothing, food and beverage products, spa/room products and trade show displays	480-371-9240 (This is Steven's phone - use this as the main contact #) - 480-362-3510 or 480-862-9620	Yes	Yes		steven@101creativesolutions.com (use Steven's e-mail as main POC) - blessing@101creativesolutions.com
Acosta Printing	Georgia Goodwin	Residential Ink & Stucco	480-242-9596	Yes	Yes		acostasprinting@aol.com
Au Authum MI	Margaret Rodriguez	Commercial and Residential Construction	480-497-1997	Yes	Yes		margaret@authumil.com
Au Authum MI-Kitchell JV LLC	Margaret Rodriguez	General Contractor in accordance with their ROC license	480-497-1997	Yes	Yes		margaret@authumil.com
Native Tech	Shelley Hayes	Solar photovoltaic electrical production alternative energy products - (10-8-13) - Added: Promotional gifts/items geared for Reward Programs, Corporate Events and Gift Giveaways (This does not include engraved, imprinted or screened items such as pens, mugs and T-shirts)	480-238-3076	Yes	Yes		nativetech@netmail.com
Dallas Professional Printing	David Dallas	Commercial & Residential Printing	902-620-3358	Yes	Yes		david@dallasprofessional.com
Weatherbe Lighting	David Antonio	Wholesale of lighting products for Commercial use	480-200-6005	Yes	Yes		antonew@weatherbe.com
Heavenly Touch Cleaning	Jessica Salvador	Residential and commercial cleaning	902-301-9832	Yes	Yes		jesstam@hvcop.com
Mindful Construction	Joan Fulwider	commercial construction - trim work, drywall, framing	902-295-3144	YES	Yes		joan@mindfulconstruction.com
Maydall Construction LLC	David Dallas, Tom Soper, Adam Mays	General Commercial Contracting and General Engineering	902-620-3358	YES	YES		ddallas@maydall.com, tsoper@maydall.com, amays@maydall.com
Native Plumbing	Maria Padak	Residential plumbing, new construction, sewer, gas, fire printers and solar plumbing - 10-19-10 - (added) - Commercial Plumbing - Added - (10-5-12) - Added (10-8-12) For: Commercial and Residential Air Conditioning & Refrigeration (including Solar)- installation and repair of comfort air conditioning, including refrigeration, evaporative cooling, venting and heating with or without solar equipment. (11-6-12) - Added - For: Sewers, Drains and Pipe Laying: Installation and repair of any project involving sewer access holes, the laying of pipe for storm drains, water and gas lines, irrigation and sewers, includes connecting sewer collector lines to building drains and the installation of septic tanks, leaching lines, dry wells and all necessary connections and related excavation and backfilling.	623-229-2684	YES	Yes		maria@nativeplumbing.net
Native Towel	Truman Tate	Apparel (uniforms), Promotional items and laundry service	602-882-8990	Yes	Yes		nativetowel@aoi.com
Pima Awards	Anne Lee	Awards, recognition, imprinted promotional apparel, signs and commercial printing	623-271-8311	Yes	Yes		anne@pimawards.com
Pimara Construction, LLC	Virginia Loring	Commercial & Residential Construction/Renovation - added 10-4-10 - Civil and Structural Engineering	480-251-6849	Yes	Yes		virginia@pimara.com
Pimara Business Resources	Virginia Loring	Office Supplies (including furniture - task/guest chairs, desks, file cabinets, bookcases), janitorial/laundry supplies, info/news (other than for Dell's)	480-251-6849	Yes	Yes		virginia@pimara.com
Pro Enterprise-RRP/MC, LLC	Garret Gabes & Bill Partridge	Commercial & Residential Construction/Renovation	818-(902)702-6897	Yes	Yes		billmart@coconet
Pro-Loe Joint Venture (Pro-Enterprise-RRP/MC, LLC & Low Mountain Construction)	Garret Gabes, Bill Partridge, Wayne Hatch	Commercial Construction - added - Residential and ability to do roads (General Engineering) - (11-7-13) - Added - in House Work - Mass Excavation, Grading & Paving	818-(902)702-6897	Yes	Yes		billmart@coconet
Red Mountain Engineering	Patrick Dallas	Engineering Services (Civil, Surveying & Consulting)	480-237-2703	Yes	Yes		patrick@redmtnengineering.com

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APPENDIX F - PREFERRED VENDOR LIST OF COMMUNITY MEMBER-OWNED BUSINESSES

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Reidlink Towing & Recovery LLC	Eric Schurz	Towing and Recovery Services	480-733-9730, 480-234-9163	yes	yes		ReidlinkTowingandRecovery@yahoo.com
Salt River Materials Group		Sand, gravel	480-850-5757	Yes	Yes		
Salt River Red Mountain Office Technologies	Lynette Rivers	she sells copy paper - does photo copying/finishing and sells office equipment (copiers, fax machines and scanners) - Printing (business cards, envelopes, brochures, booklets, banners, signs, annual reports - call vendor to inquire about other types of print jobs	480-383-3583	Yes	Yes		lynette.rivers@redmountain.com
Seven Stars	Angela Wilford	commercial/residential contractor - concrete, masonry	602-694-0662 - cell #, 602-889-7290 - office #	Yes	yes		angelawilford@sevenstarsmasonry.com
SRMCC Landfill		Waste Collection	480-941-3427	Yes	Yes		
Steen's Landscaping	Steven Arthur	landscaping main business	480-945-6667	Yes	Yes		eric.arthur@yahoo.com and stevenarthur13@gmail.com
Staphone Enterprise LLC	Steven Weiss (Manager)	Fueling Station, Convenience Store, Car Wash with detailing and Auto Glass Repair/Replacement (they have a mobile unit as well)	480-388-4780	Yes	Yes		steven.weiss@staphone.com
Strophography	Anthony Collins	Photographic services - portraits, editorial, documentary	480-363-8323	yes	yes		anth@strophography.com
SWC	Matt Stoto	sanitary products including bathroom dispensers	402-253-1423/4180	Yes	Yes		matt@swcincorporated.com
Certified "Other" Native American Owned Businesses are below in blue (Absolute Quality Communications through Walsh Electric)							
Absolute Quality Communications	Dale Glover	Low Voltage communication, cabling sales and installations (Commercial & Residential)	480-516-6329 or 480-951-6444	Yes		Yes	
Alison Service & Control Specialties	Tony Fisher	Commercial Electrical Contractor	602-431-8434 or 602-620-7079	Yes		Yes	tonyfisher@alison.com
ATEX Engineering	Armond Ortega	Geotechnical Engineering, Materials Engineering, Construction Material Testing and Special Inspections	602-999-0329	yes		yes	arortega@atex.com
Bugs Bee Gone	Charles Brown	Pest Control - termites, rodents, rats	602-348-9788	Yes		Yes	charlesbrown@bugsgone.com
Caddo	Warren Garcia	Office Supplies	520-906-2738	Yes		Yes	warrencaddo@yubon.com
Chish Rebar Placer	Frank Mitchell	Reinforcing bar, post tensioning and wire mesh - commercial contractor	602-471-9680	yes		yes	
Detail Customs LLC	Joshua Brennan	motorcycle repairs and accessories	520-548-7358	yes		yes	osah@detailcustoms.com
DMJ Devco	Derrick or April Jensen	Residential construction, renovation & restoration	480-278-8889	Yes		Yes	April@dmjdevco.com and derrick@dmjdevco.com
Energy Performance Service Inc.	Dorell Dogbe	A/C Mechanical Services - Commercial and Residential - installation and repair of comfort air conditioning systems, including refrigeration, evaporative cooling, ventilating and heating with or without solar equipment.	480-444-8205	yes		yes	dorell@epsv.com
Homes By Dee	Delores Rampert	Sell and construct manufactured/modular homes, offices	480-773-3338	Yes		Yes	deloresr@yubon.com
Houston's Sonbe, dbe H & H Monument Builders	James Houston	Residential and Commercial General Contracting	602-274-7313	Yes		Yes	jhouston@westoffice.net
Indian Country Interiors	Jenise Milican	Furniture	503-212-2690	Yes		Yes	
Innovative Housing	Tim Klein	Manufactured Homes	970-749-2733	Yes		Yes	
Interior Sanctuaries LLC	Ladawn Bentley	Interior Design Services	480-606-8330	Yes		Yes	bentlaw@interiorysanctuaries.com
Native Technology Solutions	Derek White	sales, pre design assistance, installation and maintenance for traditional TDM and IP phone systems, cabling, paging systems, sound reinforcement, access control, intrusion detection and video surveillance systems	520-796-6607	yes		yes	
Redstone Corporation	David Inman	Environmental, energy climate and information technology consulting	619-241-6609	Yes		Yes	
Rock Gap Engineering LLC	Kathy Keato	Engineering, architectural and commercial construction services	905-344-2366	Yes		Yes	kate16@rockgap.com
Sundate Elevator	Rebecca Brady	Service of elevators and escalators. Maintenance, repair, testing and modernization.	480-967-9003 or 480-603-7637	yes		yes	rebecca@sunstateelevator.com
Warriors Pest Control	Richard Nelson	Pest Control	623-245-9439	Yes		Yes	
Walsh Electric	Deborah Welch	Commercial Electrical Contractor	480-446-9700	Yes		Yes	deborah@walsh-electric.com

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APPENDIX F - PREFERRED VENDOR LIST OF COMMUNITY MEMBER-OWNED BUSINESSES

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Other Vendors

Vendor Name	Contact Name	Description of Business	Phone Number	Certified as Preferred	Community Owned, Community Member Owned	Other Native American
C & D Landscaping	Daniel Lopez	Landscaping	480-962-4111	No	Yes	
Dell's Landscaping	Sveny Harris	Landscaping	480-615-4905	No	Yes	
Leo's Welding	Leon Judge	Fabrication and repair	480-675-5770	No	Yes	
M & M Home Repair	Phillip Martinez	Painting, electrical, drywall, roofs, doors, windows, tile & patios	480-962-3940	No	Yes	
Prime Painting	Rick Nelson	Painting services	480-943-6341	No	Yes	
Recycling & Landscaping	Daniel Pines	Landscaping	480-217-6505	No	Yes	
Salt River Hospitality	J.B. Corbin	Food Service/Janitorial supplies and equipment	480-797-9218	No	Yes	
Stx 12 Construction	Tim Rangel	Residential renovations	480-203-9036	No	Yes	
Stach Contracting		Grading, paving	480-217-2166	No	Yes	

APPENDIX G - NON-COLLUSIVE AFFIDAVIT

State of Arizona

County of Maricopa

I, _____, being first duly sworn, deposes and says that:

(Name of Affiant)

1. I am the _____ of _____

(Owner, Partner, Officer, Representative or Agent)

(Name of Submitting Firm)

the Firm that has submitted the attached Offer and that I am authorized to make this affidavit on behalf of my firm, its owners, directors, and/or officers;

2. I am fully informed respecting the preparation and contents of the attached Offer and of all pertinent circumstances respecting such Offer;

3. Neither the said Offeror nor any of its officers, partners, owners, agents, representatives, employees, or parties of interest, including this affiant, have in any way colluded, conspired, connived or agreed, directly or indirectly, with any other Offeror, firm, or person, to submit a sham Offer or to induce any firm or person to refrain from submitting, or to secure any advantage against the Salt River Pima-Maricopa Indian Community or any person interested in the proposed contract, and that all statements in said Offer are true.

Project Name or Solicitation Number: **RFB# EDCTN18-003**

Authorized Signature: _____

Printed Name and Title: _____

Company Name: _____

Acknowledgment

State of Arizona

County of Maricopa

The foregoing instrument was acknowledged before me this _____ day of _____, 20__ by

_____.

NOTARY PUBLIC

My Commission Expires: _____