



IMMEDIATE PUBLIC RELEASE

REQUEST FOR BID • SCHOOL PHOTOGRAPHY SERVICES • SCHOOL YEAR 2018-2021

RFB# EDCTN 18-004

To Whom It May Concern:

Salt River Schools, a division of the Salt River Pima-Maricopa Indian Community (SRPMIC) is requesting bids for school photography services. Prospective vendors are required to review and abide by all terms of the RFB. Prospective vendors should be able to demonstrate the ability to efficiently and effectively perform the requested scope of work for all sites. Though cost is important, it is not the sole factor in awarding the contract.

The Education Division is seeking a professional photography vendor to perform the following scope of work:

- School-wide picture day for students and staff, including retakes.
- Event photography for graduations, promotions and prom (including prints).
- Studio photography for high school seniors.
- Event photography for a Community-wide graduation celebration dinner.
- Images must be made available in both digital and print format. Prints must be delivered within 3-4 weeks after photographed.
- The photographer(s) present are required to have experience with a diverse age group, which includes infant through adult. All seating, photo setups, and other necessary items must consider the safety and well-being the students and staff.
- Yearbook services for the Salt River Elementary School and Salt River High School.

TENTATIVE TIMELINE

DESCRIPTION	DATE
Salt River Schools begins to accept bids	Monday, November 13, 2017
Deadline for bids submitted electronically	Wednesday, November 29, 2017 (no later than 2:00 PM)
Contract Award Date	December 2017
Project Timeline	July 1, 2018 – June 30, 2021

Thank you for your timely consideration of this project.

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 Schools, a division of the Salt River Pima-Maricopa Indian Community (SRPMIC) is requesting bids for school photography services. If your company provide either solely photography or yearbook services, feel free to clarify in your response. All RFB responses will be considered. Prospective vendors are required to review and abide by all terms of the RFB. Prospective vendors should be able to demonstrate the ability to efficiently and effectively perform the requested scope of work for all sites. Though cost is important, it is not the sole factor in awarding the contract. Applicant vendors must be professionals in the field of photography with an established business specializing in servicing schools for school photography. Applicant vendors must have at least three (3) years of experience of school photography services and provide the following:

- Conduct school-wide picture day for students and staff, including retakes.
- Scope must be performed in a manner that is least disruptive to the students and the school day.
- Event photography for graduations, promotions and prom (including prints).
- Studio photography for high school seniors.
- Images must be made available in both digital and print format. Prints are be delivered within 3-4 weeks after photographed.
- The photographer(s) present are required to have experience with a diverse age group, which includes infant through adult. All seating, photo setups, and other necessary items must consider the safety and well-being the students and staff.
- Yearbook services for the Salt River Elementary School and Salt River High School.

Salt River Schools consists of four campuses and a central office: Early Childhood Education Center (infant through 5 years old), Salt River Elementary School (K-6), Salt River High School (7-12) and the Accelerated Learning Academy (7-12). All schools are located in the Salt River Pima-Maricopa Indian Community. Student and staff population are as follows:

- Early Childhood Education Center (ECEC) – Students 264; Staff 104
- Salt River Elementary School (SRES) - Students 367; Staff 89
- Salt River High School (SRHS) - Students 237; Staff 57
- Accelerated Learning Academy - Students 68; Staff 21
- Culture & Language – Staff 14

SCOPE OF WORK OVERVIEW

I. EARLY CHILDHOOD EDUCATION CENTER SCOPE OF WORK

- A. Fall School Pictures – will require the following
 - a. Individual photos of students and staff
 - b. A group photo of the class
 - c. Staff Group Pictures by Department/Program
 - d. Pictures will take place at the ECEC
 - e. Picture Day will take place on a day mutually agreed upon in August or September.
 - f. Order forms will be provided prior to picture day. Order forms will include the option to buy individual and group photos.
- B. Spring School Pictures – will require the following

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- a. Individual photos of students and staff
 - b. A group photo of the class
 - c. Pictures will take place at the ECEC
 - d. Picture Day will take place on a day mutually agreed upon in March.
 - e. Order forms provided prior to picture day. Order forms will include the option to buy individual and group photos.
- C. Early Childhood Graduation Event pictures – will require the following:
- a. The event will occur on May.
 - b. The photographer will provide the cap and gown for toddlers.
- D. Safety - The photographer(s) present are required to have experience with the age group of the ECEC, which includes infants through 5 years old. All seating, photo setups, and other necessary items must consider the safety and well-being the students.

II. SALT RIVER ELEMENTARY SCHOOL SCOPE OF WORK

- A. Fall School Pictures – will require the following
- a. Individual photos of students and staff
 - b. A group photo of the class
 - c. Staff Group Pictures by Department/Program
 - d. Pictures will take place at the SRES
 - e. Picture Day will take place on a day mutually agreed upon in August.
 - f. Order forms will be provided prior to picture day. Order forms will include the option to buy individual and group photos.
 - g. Picture retakes will take place on a day mutually agreed upon in October for students who missed Fall Picture Day and for those who request a retake.
- B. Sixth Grade Promotion Pictures
- a. Individual photos of students and staff
 - i. Photographed with the Red Mountain background (provided by SRS).
 - b. A group photo of the class
 - c. Pictures will take place at the SRES
 - d. Sixth Grade Promotion Picture Day will take place on a day mutually agreed upon in April.
 - e. Order forms will be provided prior to picture day. Order forms will include the option to buy individual and group photos.
- C. Yearbook Services

III. SALT RIVER HIGH SCHOOL SCOPE OF WORK

- A. Fall Picture Day
- 1. Individual photos of students and staff
 - 2. Staff Group Pictures by Department/Program
 - 3. Pictures will take place at the SRHS
 - 4. Picture Day will take place on a day mutually agreed upon in August.
 - 5. Order forms will be provided prior to picture day. Order forms will include the option to buy individual

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photos.

6. Picture retakes will take place 2-3 weeks after Fall Picture Day. Retakes are for students who missed Spring Picture Day and for those who request a retake.
 7. Group Senior Panoramic Picture
 8. Each student receives 1-8x10, 2-5x7s, and 4-wallets.
 9. Picture Retakes are scheduled for September. Each student receives 1-8x10, 2-5x7s, and 4-wallets.
- B. High School Senior Portrait Session
1. Individual photos of students (12 poses)
 2. Pictures will take place offsite in a studio setting
 3. Order forms will be provided prior to picture day. Order forms will include the option to buy individual and group photos.
 4. A small package will be printed which include 1- 8x10, 2- 5x7s, and 4- wallets. The seniors will have the option to purchase more pictures with their families at a discounted rate. There are approximately 30 High School Seniors.
- C. Prom Pictures
1. Photos of individuals, couples or groups at Prom
 2. Prom is scheduled to take place in the month of April or May at a location TBD.
 3. Students will receive 1-8x10, 2-5x7s, and 4-wallets
- D. Athletics
1. Individual photos of athletes.
 2. A group photo of the athletes and coaching staff
- E. High School Graduation Event
1. Individual photos of students
 2. Pictures will take place at the SRHS
 3. Event is scheduled to take place in the month of May.
- F. Yearbook Services

IV. ACCELERATED LEARNING ACADEMY SCOPE OF WORK

- A. ALA Graduation Event
- a. Individual photos of students
 - b. Event is scheduled to take place in the month of May.

BID REQUIREMENTS

VENDOR REQUIREMENTS

Applicant vendors must be professionals in the field of photography with an established business specializing in servicing schools for school photography. Applicant vendors must have at least three (3) years of experience of school photography services. Awarded vendor will be required to follow the processes and procedures of SRPMIC Finance, including providing a W-9, purchasing a SRPMIC Business License, Transaction Privilege Tax License, and submitting invoices via the SRPMIC Vendor Portal.

BACKGROUND CHECKS

A background check will be required for individuals who have access to students and who will be on campus more than

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two times in a calendar year.

INSURANCE REQUIREMENTS

Applicant vendors will be required to provide proof of valid insurance. Coverage limits must meet the minimum Community requirements.

WRITTEN BID REQUIREMENTS

- A. Title Page
 - a. Includes: Company Name, RFB #, and point of contact information for the individual responsible for handling all aspects of the RFB.
- B. Table of Contents
- C. Company Résumé / Brief background of the company / Statement of vendor’s ability to perform scope of work outlined.
- D. Services Provided
 - a. Provide a statement of ability to perform the scope of work and affirmation of vendor requirements.
 - b. Describe in detail the procedures for the following: the weeks leading up to picture day; picture day; and picture delivery. Include the number of cameras to be used, number of staff provided, and procedures for identifying students.
 - c. Describe method of payment options for students and their families.
 - d. Describe re-take and refund policies.
 - e. Describe the process for our school office staff to contact the company for assistance.
 - f. Describe any additional workflows office staff will be expected to assist with.
 - g. Describe any additional services to be provided at no additional charge to the schools.
 - h. Physical (e.g. CD’s) or digital access to photos compatible with student information systems, yearbook vendor and other support service systems.
 - i. Yearbook services, if available.
 - j. If your company will provide either solely photography or yearbook services, feel free to clarify in your response. All RFB responses will be considered.
- E. Proposed Pricing Sheets
 - a. Describe fees, separate by school.
 - b. Describe discounts available for families with multiple students.
 - c. Describe additional discounts, if any.
- F. Samples
- G. References
 - a. Provide contact information for three (3) references from schools provided school photography services within the past three years.

SELECTION CRITERIA

RFB Written Evaluation Criteria	Max Points = 100 pts.
Scope of Work and Company Background	
Brief history and résumé	5
Services Provided <ul style="list-style-type: none"> • Provide a statement of ability to perform the scope of work and affirmation of vendor requirements. • Describe in detail the procedures for the following: the weeks leading up to picture day; picture day; and picture delivery. Include the number of cameras to be used, 	30

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<p>number of staff provided, and procedures for identifying students.</p> <ul style="list-style-type: none"> • Describe method of payment options for students and their families. • Describe re-take and refund policies. • Describe the process for our school office staff to contact the company for assistance. • Describe any additional workflows office staff will be expected to assist with. • Describe any additional services to be provided at no additional charge to the schools. • Physical (e.g. CD's) or digital access to photos compatible with student information systems, yearbook vendor and other support service systems. • Yearbook services, if available. 	
<p>Proposed Pricing Sheets</p> <ul style="list-style-type: none"> • Describe fees. If any, separate by school. • Describe discounts available for families with multiple students. • Describe additional discounts, if any. • 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. 	30
<p>Samples</p>	15
<p>References</p> <ul style="list-style-type: none"> • Provide contact information for three (3) references from schools provided school photography services within the past three years. 	15
<p>Responses to the following questions</p> <p>Yes = 1 point, No = 0 points</p>	
<p>Are you SRPMIC affiliated and other Native American businesses?</p>	1
<p>Have you provided school photography services for a Native American Community and/or Native American Schools in the United States?</p>	1
<p>Is your professional liability insurance coverage adequate for this project?</p>	1
<p>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.</p>	1
<p>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.</p>	1

Total Available Points	100
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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
Dawn.YazzieHoward@srpmic-ed.org

SUBMITTING BIDS

Submit an electronic PDF copy of your complete bid to:

purchasing-bids@srpmic-nsn.gov

Failure to follow the guidelines in the letter may result in the exclusion of your firm from consideration.

DESCRIPTION	DATE
Salt River Schools begins to accept bids	Monday, November 13, 2017
Deadline for bids submitted electronically	Wednesday, November 29, 2017 (no later than 2:00 PM)

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: Paula Nitti and 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.

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- 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 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.

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 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

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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 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

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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

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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 Schools:

Name _____

Name _____

Date _____

Date _____

Signature _____

Signature _____

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/> <hr/>
2.		<hr/> <hr/> <hr/> <hr/> <hr/> <hr/>
3.		<hr/> <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

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5/22/2014

Redhawk Towing & Recovery LLC	Eric Edwards	Towing and Recovery Services	480-733-9730, 480-234-9163	yes	yes		RedhawkTowingandRecovery@yahoo.com
Silt River Materials Group		sand, gravel	480-850-5757	Yes	Yes		
Silt River Red Mountain Office Technologies	Lynde Rivers	she sells copy paper - does photo copying/finery and sells office equipment (copiers, fax machines and scanners) - Printing (business cards, envelope, brochures, booklets, banners/signs, annual reports - call vendor to inquire about other types of print jobs	480-383-3383	Yes	Yes		lynde.rivers@redmountain.com
Seven Stars (RPMC Landfill)	Angela Whiteford	commercial/residential contractor - concrete, masonry Waste Collection	602-694-0662 - cell #, 602-889-7290 - office # 480-941-3427	Yes	yes		angelawhite@sevenstarsconcrete.com
Steven's Landscaping	Steven Arthur	landscape main balance	480-945-4667	Yes	Yes		smc_arthur@yahoo.com and stevenarthur13@gmail.com
Stuyvesant 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@stuyvesant.com
Therapography	Anthony Collins	Photographic services - portraits, editorial, documentary	480-363-8323	yes	yes		anthcollins@therapography.com
VAC	Matt Kato	sanitary products including bathroom dispensers	602-253-1423/480-	Yes	yes		matt@vinkenenterprises.com
Certified "Other" Native American Owned Businesses are below in blue (Absolute Quality Communications through Welch Electric)							
Absolute Quality Communications	Dale Glover	Low Voltage communications, cabling sales and installations (Commercial & Residential)	480-516-6329 or 480-951-6444	Yes		Yes	
Alliance Service & Control Specialties	Tony Fisher	Commercial Electrical Contractor	602-431-8434 or 602-920-7079	Yes		Yes	tonyfisher@ascs.com
AT&T Engineering	Armando Ortega	Geotechnical Engineering, Materials Engineering, Construction Material Testing and Special Inspections	602-999-0329	yes		yes	arortega@att.com
Bugs Bee Gone	Charles Brown	Pest Control - termites, rodents, rats	602-348-9748	Yes		Yes	charlesbrown@bugsbegone.com
Caddo	Warren Garcia	Office Supplies	520-906-2738	Yes		Yes	
Chalk Rebar Placer	Frank Mitchell	Reinforcing bar, post tensioning and wire mesh - commercial contractor	602-471-5640	yes		yes	
Orbital Customs LLC	Joseph Brennan	motorcycle repairs and accessories	520-548-7358	yes		yes	orbitalcustoms@orbital.com
DMJ Devco	Derrick or April Jensen	Residential construction, renovation & restoration	480-278-3899	Yes		Yes	derrick@dmjdevco.com and derrick@dmjdevco.com
Energy Performance Service Inc.	Daniel Dogba	A/C Mechanical Services - Commercial and Residential - installation and repair of comfort air conditioning systems, including refrigeration, evaporative cooling, venting and heating with or without solar equipment.	480-444-8205	yes		yes	daniel@epss.com
Homes By Dee	DeeAnn Rempert	sell and construct manufactured/modular homes, offices	480-773-3338	Yes		Yes	deeann@homes.com
Houston's Sonnet, dba H & H	James Houston	Residential and Commercial General Contracting	602-274-7313	Yes		Yes	jhouston@houston.com
Indian Country Interiors	Jamie Millikan	Furniture	303-212-2890	Yes		Yes	
Innovative Housing	Tim Klien	Manufactured Homes	970-749-2733	Yes		Yes	
Inferior Sanctuaries LLC	LizDawn Bentley	Interior Design Services	480-606-8330	Yes		Yes	lizdawn@inferiorsanctuaries.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	520-796-4687	yes		yes	
Redstone Corporation	David Immon	Environmental, energy, climate and information technology consulting	619-241-4609	Yes		Yes	
Rock Gap Engineering, LLC	Ruth Keesto	Engineering, architectural and commercial construction services	303-344-2366	Yes		Yes	ruth@rockgap.com
Sunstate Elevator	Rebecca Brady	Service of elevators and escalators. Maintenance, repair, testing and modernization.	480-987-4003 or 480-603-7637	yes		yes	rebbrady@sunstatelevator.com
Warriors Pest Control	Richard Nelson	Pest Control	623-245-8439	Yes		Yes	
Welch Electric	Deborah Welch	Commercial Electrical Contractor	480-446-9700	Yes		Yes	deborah@welchelectric.com

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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	5/22/2014
<p>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 Vendors" as well as to any other vendors that is not on this list.</p> <p>Certified Community Owned and Certified Community Member Owned Businesses (L.O.G. active Solutions through VMB)</p>								
101 Creative Solutions	Autumn "Blessing" Mann	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		stevens@101creative.com (use Stevens e-mail as main POC) - blessing@101creative.com	
Acosta Painting	George Acosta	Residential and Commercial	480-242-9536	Yes	Yes		acosta1sterng@aol.com	
Au Autumn K	Margaret Rodriguez	Commercial and Residential Construction	480-497-1997	Yes	Yes		margaret@autumnk.com	
Au Autumn K- Kitchell JV LLC	Margaret Rodriguez	General Contractor in accordance with their ROC license	480-497-1997	Yes	Yes		margaret@autumnk.com	
Native Tech	Shelley Hayes	Solar photo voltaic electrical production/alternative energy products - (10-8-13) - Added: Promotion and gift items geared for Reward Programs, Corporate Events and Gift Giveaways (this does not include engraved, imprinted or screen ed items such as pens, mugs and T-shirts)	480-238-3076	Yes	Yes		shelley@nativetech.com	
Delias Professional Painting	David Dallas	Commercial & Residential Painting	602-820-3398	Yes	Yes		DavidDallas@delias.com	
Reactive Lighting	David Antonio	Wholesale of lighting products for Commercial use	480-200-6333	Yes	Yes		anto198@satnet.net	
Resonance Touch Cleaning	Jessica Saldivar	Residential and commercial cleaning	602-301-6832	Yes	Yes		resonance@resonance.com	
Masid Construction	Soar Fulwider	commercial construction - trim work, drywall, framing	602-295-5144	Yes	Yes		soar@masidconstruction.com	
Masid Construction LLC	David Dallas, Tom Soper, Adam Mays	General Commercial Contracting and General Engineering	602-820-3398	Yes	Yes		ddallas@masid.com, tooper@masid.com, amays@masid.com	
Native Plumbing	Maria Peck	Residential plumbing, new construction, sewer, gas, fire sprinklers and solar plumbing - (10-19-10 - added) - Commercial Plumbing - Added - (10-5-12) - Added (10-6-12) 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	Therman Tate	Apparel (uniforms), Promotional items and laundry service	602-882-8990	Yes	Yes		tatetowels@go.com	
Pima Awards	Ann Lee	Awards, recognition, imprinted promotional apparel, signs and commercial printing	623-271-8311	Yes	Yes		annlee@pimaawards.com	
Pima Construction, LLC	Virginia Loring	Commercial & Residential Construction, Renovation - added 10-4-10 - Civil and Structural Engineering	480-251-6849	Yes	Yes		vloring@pima.net	
Pima Business Resources	Virginia Loring	Office Supplies (including furniture - task/guest chairs, desks, file cabinets, bookcases) janitorial/office supplies, ink/toners (other than for Dell's)	480-251-6849	Yes	Yes		vloring@pima.net	
Pro Enterprise-SRPMIC, LLC	Garnet Gates & Bill Partridge	Commercial & Residential Construction, Renovation	Bill - (602) 702-4897	Yes	Yes		billmart@cox.net	
Pro-Low Joint Venture (Pro-Enterprise-SRPMIC, LLC & Low Mo central/n Construction)	Garnet Gates, Bill Partridge, Wayne Hatch	Commercial Construction - added - Residential and ability to do no ads (General Engineering) - (11-7-13) - Added - in house Work - Mass Excavation, Grading & Paving	Bill - (602) 702-4897	Yes	Yes		billmart@cox.net	
Red Mountain Engineering	Patrick Dallas	Engineering Services (Civil, Surveying & Consulting)	480-237-2708	Yes	Yes		patrick@redmtnengineering.com	

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

5/22/2014

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	
Daniel's Landscaping	Sherry Harris	Landscaping	480-415-4805	No	Yes	
Leo's Welding	Leon Judge	Fabrication and repair	480-675-5770	No	Yes	
M & M Home Repair	Philip Martinez	Plumbing, electrical, drywall, roof, doors, windows, tile & bathroom	480-962-8640	No	Yes	
Pinna Painting	Rich Nelson	Painting services	480-943-6341	No	Yes	
Recycling & Landscaping	M & C Daniel Perez	Landscaping	480-217-4905	No	Yes	
Salt River Hospitality	J.B. Gomez	Food service/ambulatory supplies and equipment	480-797-9218	No	Yes	
St. L2 Construction	Tim Rangel	Residential renovations	480-203-9036	No	Yes	
Stash Contracting		grading, paving	480-217-2166	No	Yes	
					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# EDCTN 18-004**

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: _____