

SALT RIVER PIMA-MARICOPA INDIAN COMMUNITY



NOTICE OF SOLICITATION

SOLICITATION # EDU-26-048

SPECIAL EDUCATION TEACHER

Notice is hereby given that proposals are being accepted by the Salt River Pima-Maricopa Indian Community in conjunction with this Solicitation.

TABLE OF CONTENTS

1.0	INTRODUCTION	3
1.1	INTENT	3
1.2	BACKGROUND	3
1.3	TERM.....	3
2.0	PROPOSAL INSTRUCTIONS	3
2.1	TIMELINE	3
2.2	QUESTIONS AND CHANGES.....	3
2.3	DELIVERY OF PROPOSALS.....	3
2.4	PROPOSAL FORMAT.....	4
3.0	PROPOSAL EVALUATION	6
3.1	EVALUATION PANEL.....	6
3.2	EVALUATION CRITERIA.....	6
4.0	GENERAL TERMS AND CONDITIONS	6
4.1	RFP CONFIDENTIALITY.....	6
4.2	RIGHT TO AMEND.....	7
4.3	ACCEPTANCE OF PROPOSAL.....	7
4.4	LIMITATION AND AWARD	7
4.5	RFP AS THE BASIS FOR PROPOSALS.....	7
4.6	COST LIABILITY.....	7
4.7	AMENDED PROPOSALS	7
4.8	VENDORS RIGHT TO WITHDRAW PROPOSALS	8
4.9	NON-DISCLOSURE.....	8
4.10	GOVERNING LAW.....	8
4.11	LICENSURE AND INSURANCE.....	8
4.12	PURCHASE ORDER REQUIRED	9
4.13	PURCHASE ORDER TERMS AND CONDITIONS.....	9
4.14	PROHIBITION AGAINST CONTINGENT FEES.....	9
5.0	APPENDIX A: SCOPE OF WORK	10
6.0	APPENDIX B: CLIENT REFERENCES	12
7.0	APPENDIX C: SAMPLE CONTRACT	14

1.0 INTRODUCTION

1.1 INTENT

1.1.1 The intent of this Request for Proposals is to award a contract for a Special Education Teacher as required for the Salt River Pima-Maricopa Indian Community (SRPMIC or 'the Community'.)

1.2 BACKGROUND

1.2.1 This is a new position that was developed to ensure a continuum of services for all levels of need. The intention is to have a position join the team that could serve as a self-contained or resource room teacher based on need. The position would likely serve 3-6th grades, but could be moved based on need.

1.3 TERM

1.3.1 This solicitation will result in a purchasing contract with a three (3) year term.

2.0 PROPOSAL INSTRUCTIONS

2.1 TIMELINE

RFP Issued:	June 18, 2026
Last date for RFP Questions:	July 02, 2026, 4:00 PM
Response to RFP Questions:	July 09, 2026
Proposals Due:	July 23, 2026, 4:00 PM
Award Announcement:	August 2026

2.2 QUESTIONS AND CHANGES

2.2.1 All questions and communication regarding this solicitation must be submitted in writing to purchasing-bids@srpmic-nsn.gov and include EDU-26-048 in the subject line.

2.2.2 Unauthorized contact of SRPMIC employees and/or its agents may result in disqualification.

2.2.3 Responses to all questions will be published and communicated to all participants.

2.2.4 Changes to this solicitation will be in writing as an addendum.

2.3 DELIVERY OF PROPOSALS

2.3.1 Deliver one PDF or DOC file to purchasing-bids@srpmic-nsn.gov.

2.3.1.1. Email larger than 25 MB will be blocked by our email server.

2.3.1.2. If you do not receive confirmation that your proposal was received, contact purchasing-bids@srpmic-nsn.gov.

2.3.1.3. Files must be emailed. Submissions via Dropbox, Drive, or other file sharing services will not be accepted.

2.3.2 The Community shall not be responsible for late proposals.

2.4 PROPOSAL FORMAT

2.4.1 Proposals shall be prepared as simply as possible and provide a straightforward, concise description of capabilities. Emphasis is to be concentrated on accuracy, completeness, and clarity of content. All parts, pages, figures, and tables are to be numbered and clearly labeled. The proposal is to be organized and indexed in the following format, containing, at a minimum, all listed items in the sequence indicated:

SECTION	TITLE
	Title Page
	Letter of Transmittal
	Table of Contents
1.0	Executive Summary
2.0	Company Background
3.0	Proposed Solution
4.0	Pricing
5.0	Client References
6.0	Appendix

Instructions relative to each part of the proposal are defined in the remainder of this section.

2.4.1.1. Title Page

The title page will include the following:

- Name of project – RFP# EDU-26-048 Special Education Teacher
- Name of submitter – Company Name
- Date of submittal

2.4.1.2. Letter of Transmittal

The letter of transmittal will:

- Identify the primary organization responding to the RFP
- Identify the name, title, telephone number and e-mail address of the primary and secondary contact persons for any follow-up questions, information requests
- Identify the name and address of the corporate headquarters of the parent company, if any
- Acknowledge receipt of any and all amendments to the RFP

- Include a statement that proposal, including prices, will be valid for 60 days after the date of receipt of the proposal.

2.4.1.3. Table of Contents

The table of contents is to outline Sections 1 thru 6, as stated above.

2.4.1.4. Executive Summary

[Section 1.0] The executive summary shall be a brief narrative highlighting and summarizing the proposal. The summary is to contain as little technical jargon as possible and will be oriented toward non-technical personnel. The summary will not include pricing.

2.4.1.5. Company and Relevant Background

[Section 2.0] This section shall provide the following information about the company and applicable products and services. It will include, at a minimum, the following information:

- How long the company has been in business
- A brief description of the company size and organization
- Legal form of the company (i.e., sole proprietor, partnership, corporation, etc.)
- An overview of relevant experience with Native American organizations
- An organization chart of the group within the organization responsible for delivering solutions of the type required by the Community
- Similar projects/solutions that have been delivered by your organization to other customers
- List of any major subcontractors involved in delivery of services required by this RFP

2.4.1.6. Proposed Solution

[Section 3.0] Describe your proposed solution design. Include implementation plan.

Please include resumes and certifications in the proposal and anticipated availability date for those candidates.

2.4.1.7. Pricing

[Section 4.0] Provide hourly rate and fees. Please note that the Community qualifies for federal, GSA, and many other cooperative and open market pricing programs.

2.4.1.8. Client References

[Section 5.0] Provide a list of existing customers for which the organization has delivered similar engagements and authorization for the Community to contact them as a reference. Include references for previous work done with tribal communities is possible. Provide a minimum of three references. Please use the form provided in Appendix B.

2.4.1.9. Contract Review

[Section 6.0] Appendix C: Sample Contract contains the Community’s Standard Contract. Changes to our standard contract must be approved by our Office of General Council. Any language that could be construed as a waiver of sovereign immunity must be approved by the Tribal Council.

Proposals shall include a statement that you have read the sample contract and that you:

1. Accept the terms of our contract; or
2. Are including proposed changes to our standard contract with your response.

2.4.1.10. Appendix

[Section 7.0] Additional information considered relevant to this project, but not specifically requested in this RFP, may also be placed in an appendix.

3.0 PROPOSAL EVALUATION

3.1 EVALUATION PANEL

3.1.1 An evaluation panel will review and score each proposal. The panel will consist of representatives from the Salt River Schools, Purchasing, and other subject matter experts.

3.2 EVALUATION CRITERIA

3.2.1 Proposals will be evaluated based on the following criteria:

- 25 Points: Solution Design and Implementation
- 30 Points: Pricing
- 10 Points: Qualified Staffing Available
- 10 Points: Company and Relevant Background
- 10 Points: Client References
- 10 Points: Relevant Experience with other Native American Organizations

4.0 GENERAL TERMS AND CONDITIONS

4.1 RFP CONFIDENTIALITY

All material, data, information, or any item in any form (including any derived intellectual property rights), except information in the public domain, supplied by or obtained from the Community, or derived from any data which the RFP recipient may have acquired in connection with this RFP and the selection process under this RFP, both before and after the issuance of the RFP:

- Is the sole property of the Community and shall be treated as confidential
- Is not to be used for any purpose other than responding to this RFP
- Shall not be disclosed without prior written authorization from the Community
- Shall be returned to the Community upon request

The proposal package and any accompanying documentation submitted prior to the closing date/time shall become the property of the Community and shall not be returned. Documents provided by the Vendor and specifically identified as being confidential will be held in confidence by the Community and reasonable care will be taken to ensure they are not released (unless required by law), without prior authorization of the Vendor. The confidential data is to be identified as such on every page where the same may be contained.

In the event that a Vendor is awarded a contract, the Community's confidentiality agreement is required to be signed by any Vendor employee or subcontractor providing services prior to accessing documents.

4.2 RIGHT TO AMEND

It is the Community's policy not to solicit proposals unless there is a bona fide intention to ultimately award one or more contracts. This notwithstanding, the Community reserves the right to withdraw this RFP at any time. In addition, at any time prior to the RFP closing date/time identified in this RFP, the Community may alter, amend, delete, or add to, in whole or in part, any terms or provisions of this RFP. The Community will provide any such revisions by issuing an addendum in the same manner as this RFP is issued.

4.3 ACCEPTANCE OF PROPOSAL

This RFP neither expresses nor implies any obligation on the part of the Community to enter into a contract with any Vendor submitting a proposal. The Community reserves the right to award a contract in whole or in part to address individual elements of the systems solutions described in this RFP.

4.4 LIMITATION AND AWARD

This RFP does not commit the Community to award a contract. The Community reserves the right to reject all proposals. If the Community rejects all proposals, the project may be abandoned, re-advertised, or performed in any manner authorized under the Community's procurement policies.

4.5 RFP AS THE BASIS FOR PROPOSALS

This RFP, including any addenda, will represent the most definitive statement the Community will make concerning information upon which proposals are to be based. Any information, verbal or written, which is not contained in this RFP and any of the addenda, will not be considered by the Community in evaluating the proposals. The only exception is any material demonstrated as part of a product demonstration or site visit.

4.6 COST LIABILITY

All costs and expenses incurred by a Vendor relating to preparation or presentation of its proposal or in any way related to this RFP shall be borne by the Vendor.

the Community will not be liable for, nor shall it reimburse any Vendor for, any costs, fees, or expenses, which are incurred in the preparation or submission of any proposal in response to this RFP.

4.7 AMENDED PROPOSALS

Any Vendor may submit an amended proposal before the deadline for receipt of proposals. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter.

4.8 VENDORS RIGHT TO WITHDRAW PROPOSALS

Vendors will be allowed to withdraw their proposal at any time prior to the deadline for receipt of proposals. The Vendor must submit a written withdrawal request addressed to the RFP Coordinator.

4.9 NON-DISCLOSURE

The parties hereby agree that Vendors/responders to this RFP shall (1) not disclose proprietary information contained herein to any third party, (2) restrict dissemination of proprietary information contained herein to only those employees of their entity who must be directly involved with proprietary information, (3) use the same degree of care as for its own information of like importance, but at a minimum use reasonable care in safeguarding against disclosure of proprietary information of the other party, and (4) not use proprietary information for any purpose without the prior written consent of the discloser.

4.10 GOVERNING LAW

This RFP and subsequent agreements shall be governed by, construed, and enforced in accordance with the Code of Ordinances and laws of the Community. Nothing in this RFP, or in subsequent agreements, shall be construed as a waiver of sovereign immunity. An example of our standard contract agreement can be found in Appendix C.

4.11 LICENSURE AND INSURANCE

In the event that a Vendor conducts business within the boundaries of the Community, an the Community tribal business license is required.

General liability and automobile insurance is also required at the following minimum specifications:

- a) Professional or commercial liability/errors and omissions coverage for liability arising out of acts, errors, or omissions in providing, or failing to provide, professional services in an amount not less than two million dollars. The aggregate limits must apply on a per-project or per-location basis. The total amount may be met by means of umbrella or excess coverage or other liability coverage deemed acceptable to the Community. Liability insurance will be reviewed by the Community to ensure proper coverage.
- b) Proof of insurance: Contractor shall provide the Community with an original certificate of insurance for each type of insurance coverage described herein and with originals of any required additional insured endorsement(s). Documents may be faxed directly from the insurance carrier to the Community.
- c) Except for professional liability and workers compensation coverage, the Community shall be named as an additional insured on the Certificate of Insurance. The Contractor's insurance shall be primary in the event of loss and the additional insured endorsement must include language specifically stating that the Community is to be covered for all the activities performed by or on behalf of the Contractor, including the Community's general supervision of Contractor.
- d) Each coverage described above shall be on an "occurrence" basis and not on a "claims made" basis. If "occurrence" basis coverage is unavailable, Contractor agrees to obtain and

keep in force tail coverage for three (3) years beyond the end of the Agreement. Any such period may be extended by agreement of the parties.

- e) Auto liability coverage as shown in the ISO Business Auto Coverage standard form, or the equivalent, with Covered Auto Designation Symbol 1, in an amount not less than one million dollars, or other auto liability coverage acceptable to the Community.
- f) With regards to handling fragile, historically pertinent documents, additional insurance requirements may need to be met.

4.12 PURCHASE ORDER REQUIRED

A valid Purchase Order is required prior to the start of any work or service and prior to the shipment of any goods.

4.13 PURCHASE ORDER TERMS AND CONDITIONS

All Purchases Orders shall be subject to the Community's Purchase Order Terms and Conditions: <https://www.srpmic-nsn.gov/wp-content/uploads/2017/04/PO-TermsConditions.pdf>

4.14 PROHIBITION AGAINST CONTINGENT FEES

Vendors shall not retain a person or agency to solicit or obtain a Community contract for a contingent fee, except a bona fide employee or agency. For breach or violation of this policy, the Community shall have the right to annul such contract without liability or to deduct from the contract price or consideration, or otherwise recover, the full amount of the contingent fee.

4.14.1 Definitions:

- 4.14.1.1. Agency. A business or organization established to provide a particular service, typically one that involves organizing transactions between two other parties.
- 4.14.1.2. Bona Fide Agency. An established commercial or selling agency, maintained by a contractor or supplier for the purpose of securing business, that neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds itself out as being able to obtain any Government contract or contracts through improper influence.
- 4.14.1.3. Bona Fide Employee. A person, employed by a contractor or supplier and subject to the contractor's or supplier's supervision and control as to time, place, and manner of performance, who neither exerts nor proposes to exert improper influence to solicit or obtain Government contracts nor holds out as being able to obtain any Government contract or contracts through improper influence.
- 4.14.1.4. Contingent Fee. Any commission, percentage, brokerage, or other fee that is contingent upon the success that a person or concern has in securing a Government contract.
- 4.14.1.5. Improper Influence. Any influence that induces or tends to induce a Government employee or officer to give consideration or to act regarding a Government contract on any basis other than the merits of the matter.

5.0 APPENDIX A: SCOPE OF WORK

Title: Special Education Teacher

Grades: K-6, or a combination of grades among that range

Dates: 07/01/2026-06/30/2029

Location: on-site only (this position is not eligible for telework)

Scope of work:

Instructional & Classroom

- Co-Plans, prepares and co-delivers instructional activities that facilitate active learning experiences.
- Co-Develops lesson plans and instructional materials to meet the needs of each student.
- Provides individualized and small group instruction as appropriate to enhance the learning process.
- Establishes and communicates clear objectives for all learning activities.
- Uses a variety of instructional strategies, such as inquiry, group discussion, lecture, discovery to meet student's varying needs.
- Creates an effective environment for learning through functional and attractive displays, bulletin boards, and interest centers.
- Uses relevant technology to support instruction.
- Establishes and maintains standards of student behavior needed to achieve a functional learning atmosphere in the classroom.
- Observes and evaluates student's performance and development.
- Maintains accurate and complete records of student's progress and development.
- Teaches socially acceptable behavior, employing techniques such as behavior modification and positive reinforcement. Communicates necessary information regularly to students, colleagues and parents regarding student progress and student needs.
- Identifies student needs and cooperates with other professional staff members in assessing and helping students solve health, attitude, and learning problems.
- Maintains professional competence through in-service education activities provided by the district and self-selected professional growth activities.
- Supervises students in and out-of-classroom activities during the assigned working day.
- Administers group standardized tests in accordance with district testing program.
- Stays current with developments in subject area, teaching resources and methods and makes relevant adjustments to instructional plans and activities.
- Participates in faculty committees and the sponsorship of student activities.
- Complies with policies governing employee ethics, accountability and conduct code.

Compliance

- Updates all necessary records accurately and completely as required by laws, board policies and school regulations.

- Prepares required reports on students and activities.
- Collaborates with other teachers, parents, administrators, testing specialists, social workers, and professionals to develop individual educational plans.
- Employs special educational strategies and techniques during instruction to improve the development of sensory- and perceptual-motor skills, language, cognition, and memory.
- Develops and implements strategies to meet the needs of students with a variety of handicapping conditions.
- Guides and counsels students with adjustment and/or academic problems, or special academic interests.
- Monitors teacher assistants to ensure that they adhere to the exceptional student program requirements.
- Instructs students in daily living skills required for independent maintenance and self-sufficiency, such as hygiene, safety, and food preparation.
- Works cooperatively with teachers to modify regular curricula as needed and assist students included in regular classes with assignments.
- Consults with school system and outside personnel regarding the education, social, medical, and personal needs of students.
- Assists in the selection of books, equipment and other instructional materials.

General Duties

- Performs other related duties as assigned for the purpose of ensuring the efficient and effective functioning of the work unit.

6.0 APPENDIX B: CLIENT REFERENCES

List between three (3) and six (6) references that closely reflect this project's scope of work within the past five (5) years. Include similar projects done with other tribal communities if applicable.

1. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

2. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

3. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

CLIENT REFERENCES (continued)

4. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

5. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

6. Name of Firm: _____

Address: _____

Telephone: _____ Contact: _____ Title: _____

Contact e-mail: _____ Service Dates: _____

Summary of Project: _____

Population of Government Entity (if applicable): _____

7.0 APPENDIX C: SAMPLE CONTRACT

AGREEMENT FOR SERVICES

This Agreement is made at the Salt River Pima-Maricopa Indian Community on MM/DD/YY between the Salt River Pima-Maricopa Indian Community, herein called "Community" a federally recognized Indian Tribe whose principal place of business is 10005 East Osborn Road, Scottsdale, Arizona 85256, and <Contractor>, herein called "Contractor," whose principal place of business is <Contractor's Mailing Address>.

IT IS AGREED:

1. **SERVICES TO BE PERFORMED:** Contractor agrees to perform the services described in Schedules A and C (if applicable) and incorporated and made a part of this Agreement.
2. **CONTRACTOR COMPLIANCE:** Contractor declares that it is engaged in business and serves clients other than the Community and further declares that it has complied, and will timely comply, with all applicable federal, state, and Community laws related to the conduct of its business, including but not limited to all permit and license requirements. Contractor declares that it is properly licensed and in good standing in the State of Arizona.
3. **CONSIDERATION, TERMS OF PAYMENT:** The Community agrees to pay Contractor for its services rendered according to the terms and conditions set forth in Schedule B of this Agreement, incorporated and made a part of this Agreement, provided however, that Contractor is required to submit billing invoices for its services at the beginning of each month, identifying Contractor's reimbursable costs, if any, time and description of services rendered for the month immediately preceding submission of such invoice as specifically described in Schedule B.
4. **INSTRUMENTALITIES:** Contractor agrees to supply all equipment, machinery, tools, and materials necessary or reasonable to perform the services described and enumerated in Schedules A and C (if applicable) of this Agreement except that the Community may provide certain supplies and other resources but only upon such further terms and conditions as may be described in this Agreement.
5. **PERFORMANCE AND ACCEPTANCE:** Contractor retains the sole and exclusive right to control and direct the manner or means by which the services described herein are to be performed subject only to the parameters of control or direction set forth in Schedules A and C (if applicable) of this Agreement and the standards of Contractor's trade or profession. The Community retains the right of approval and acceptance of Contractor's performance based upon Contractor's completion and satisfaction of all obligations created by the terms of the Agreement.
6. **INDEPENDENT CONTRACTOR:** The parties intend that an independent contractor relationship will be created by this Agreement. Contractor is not to be considered an agent or employee of the

Community for any purpose and neither Contractor nor employees of Contractor are entitled to any of the benefits that the Community provides for its employees. The Community is interested only in the results to be achieved. The conduct, and control of the work, will lie solely with Contractor. It is understood that the Community does not agree to use Contractor exclusively. It is further understood that Contractor is free to contract for similar services to be performed for others while under contract with the Community.

7. **PAYROLL WITHHOLDING:** Contractor bears the sole responsibility of abiding by all payroll-withholding laws. No payroll deductions or employment taxes of any kind shall be withheld by the Community for Contractor, or any of its employees, and no such amounts shall be paid to any federal, state, or local government by the Community on behalf of Contractor, or any of its employees.
8. **LIABILITY:** The work performed by the Contractor under this Agreement will be performed solely and entirely at Contractor's risk. Contractor specifically assumes all responsibility for the instrumentalities in its performance of this Agreement.
9. **INDEMNIFICATION:** The Contractor agrees to the fullest extent permitted by law to indemnify and hold harmless the Community from any and against any and all costs, losses and damages, (including reasonable attorney's fees and costs of defense), caused by the negligent, or wrongful acts, errors, or omissions of Contractor in the performance of all services under this Agreement and those of his or her sub-consultants, or anyone for whom the Contractor is liable and for any willful misconduct by the Contractor, sub-contractor, or anyone for whom the contractor is responsible. The Contractor is not obligated to indemnify the Community for the Community's own negligence.
10. **INSURANCE:** Contractor agrees to carry insurance as follows:
 - a) Professional (Errors and Omissions) or Commercial General liability coverage for liability arising out of acts, errors, or omissions in providing, or failing to provide, professional services in an amount not less than one (1) million dollars per occurrence or as may be otherwise required and approved by the Community, which must apply on a per-project or per-location basis where applicable. The aggregate limits shall be in an amount not less than two (2) million dollars per occurrence or as may be otherwise required and approved by the Community, and must apply on a per-project or per-location basis where applicable. The total amount may be met by means of umbrella or excess coverage or other liability coverage deemed acceptable to the Community.
 - b) Proof of insurance: Contractor shall provide the Community with an original certificate of insurance for each type of insurance coverage described herein and with originals of any required additional insured endorsement(s). Documents may be faxed directly from the insurance carrier to the Community.
 - c) Except for professional liability and workers compensation coverage, the Community must be named as an additional insured on the Certificate of Insurance. The Contractor's insurance shall

be primary in the event of loss and the additional insured endorsement must include language specifically stating that the Community is to be covered for all the activities performed by or on behalf of the Contractor, including the Community's general supervision of Contractor.

- d) Each form of coverage described above shall be on an "occurrence" basis and not on a "claims made" basis. If "occurrence" basis coverage is unavailable, Contractor agrees to obtain and keep in force tail coverage for three (3) years beyond the end of the Agreement. Any such period may be extended by agreement of the parties.
 - e) Auto liability coverage as shown in the ISO Business Auto Coverage standard form, or the equivalent, with Covered Auto Designation Symbol 1, in an amount not less than one million dollars, or other auto liability coverage acceptable to the Community.
 - f) Workers Compensation coverage and Employers Liability coverage in an amount not less than the statutory amount required by the state in which the services are being performed or as may be otherwise required and approved by the Community.
11. DURATION AND TERMINATION: This Agreement shall commence on _____ and end on _____. Either party may cancel this Agreement provided the canceling party provides prior written notice which shall include a detailed statement of the reasons for cancellation at least fourteen (14) days prior to the intended date of cancellation consistent with its existing contractual obligations.
12. ENTIRE UNDERSTANDING: This Agreement embodies the entire understanding between the parties with respect to the subject matter hereof and supersedes all prior or contemporaneous agreements and understandings, inducements and conditions, express or implied, oral or written, except as herein contained. This Agreement may not be modified or amended other than by an agreement in writing.
13. BINDING NATURE OF AGREEMENT: This Agreement shall be binding upon and inure to the benefit of the parties and their respective heirs, personal representatives, successors and assigns, except no party may assign or transfer such party's rights or obligations under this Agreement without the prior written consent of the other party.
14. SEVERABILITY: The provisions of this Agreement shall be deemed severable and the invalidity or enforceability of any provision shall not affect the validity or enforceability of the other provisions hereof.
15. ARBITRATION: Any dispute or claim arising from, or relating to this Agreement, or breach thereof that cannot be resolved promptly by the parties shall be resolved by arbitration in accordance with the rules, then obtaining, of the American Arbitration Association. It is understood that neither this Agreement nor the Rules of the American Arbitration Association shall confer jurisdiction on any courts of the State of Arizona or of the United States. It is further understood

that arbitration as set forth in this paragraph is the exclusive remedy for any dispute, or claim related to this Agreement.

16. SOVEREIGN IMMUNITY: Nothing in this Agreement, or any current or future schedules, attachments, exhibits, amendments, or addenda, is intended to be or shall be construed as a waiver of the Community's sovereign immunity, except as may be provided in paragraph 15 above.

17. OTHER See Schedules A through C and Exhibit A.

In witness whereof, the parties have executed this Agreement at the Salt River Pima-Maricopa Indian Community, on the day and year first written below.

SALT RIVER PIMA-MARICOPA

CONTRACTOR:

INDIAN COMMUNITY:

<CONTRACTOR NAME>:

BY _____

BY _____

NAME/TITLE

NAME/TITLE

DATE: _____

DATE: _____

SCHEDULE "A"
SCOPE OF WORK

The scope of work must accurately and with sufficient specificity describe what, when, where and how the contractor will perform the work (the deliverables), including references to goods and services, plans, specifications, codes, if applicable, temporal references, etc. Also, the work not to be performed should be so stated. Typically the scope of work is already contained in the bid solicitation and can be tailored and inserted here. In the event of non-performance by the contractor, the language in this section must be relied upon to establish a breach of the agreement.

SAMPLE

SCHEDULE "B"
TERMS OF PAYMENT

INSTRUCTIONS FOR SUBMISSION OF PAYMENT:

The Contractor shall invoice the Community for each completed task defined in the Schedule "A" Scope of Work for all projects under this contract. The description of each task and each task's deliverables are defined in each project's Scope of Work.

APPROVAL OF PAYMENT:

All invoices shall be submitted online via upload of a pdf file to the Community's Vendor Portal: <https://vendorportal.srpmic-nsn.gov/VendorPortal/security/login#!> PO#, Invoice # and Amount must be entered upon time of upload.

In no event shall Contractor be paid until the XXXXX Department approves the invoice.

The Community shall pay all invoices approved by the XXXXX Department within thirty (30) days of approval.

FEES:

{INSERT FEE SCHEDULE HERE}

SCHEDULE "C"
OTHER TERMS AND CONDITIONS

INSTRUCTIONS (DELETE THIS PARAGRAPH UPON COMPLETION OF THE FOLLOWING):

Special terms and conditions appear in this section only if they are not already contained in the agreement or other schedules, exhibits, etc. If this schedule is not needed, so indicate with "N/A".

SAMPLE

**EXHIBIT A
CONTRACTOR CREDENTIALS**

SRPMIC Business License

Professional Licenses

Certificate of Liability Insurance

Business Permit (if applicable)

SAMPLE