



483 West Seed Farm Road, Sacaton, Arizona 85147, (520) 562-3321, www.GRHC.org

Gila River Health Care

Request for Proposal

COMMUNITY GARDEN LAND PREPARATION CONTRACTOR

Release Date: November 23, 2015

RFP Number:	01-FY16-SDPI-001
RFP Due Date/Time:	December 23, 2015 by 5 p.m.
Procurement Officer:	Lisa Kaiser, Director, Contracts and Grants
Response Address:	Gila River Health Care P.O. Box 38 483 West Seed Farm Road Sacaton, AZ 85147 Attn: Lisa Kaiser
Contact Information	lkaiser@grhc.org (602) 528-1419

PLEASE NOTE: All responses **must** be submitted by the above date and time. Responses received after this date and time will **not** be considered.



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Introduction:

Gila River Health Care (GRHC) is a leader in the health care efforts that affect the wellness of the tribal communities and eligible population we serve. Through growth and change, Gila River Health Care is committed to improving the health care of the populations we serve by focusing on a patient-family centered care model that promotes collaboration between patients, their families, and health care providers. Our goal is to build a patient-centered relationship through the empowerment of everyone involved in the care of our patients and their families.

Gila River Health Care promotes a healing environment that fosters the physical, emotional, mental, and spiritual wellness of our patients and families. The organization is a provider of superior, comprehensive, community-oriented health care for the Gila River Indian Community, the Ak-Chin Indian Community, and other federally recognized tribes of the United States.

Background:

The Gila River Health Care Special Diabetes Program for Indians Grant provides a variety of diabetes-related education and prevention services, including nutrition education. To that aim, a grant has been requested to provide an opportunity to support community gardening efforts which will allow for interested Community Members to plant, grow, and harvest their own foods. In collaboration with the Gila River Indian Community, the Gila River Irrigation & Drainage District and generous local growers, the program would create community gardening areas for interested Community Members and their families throughout GRIC. **NOTE: This project is contingent upon availability of grant funds.**

Purpose:

To prepare designated land areas for planting and harvesting a variety of foods, primarily fruits and vegetables, within Gila River Indian Community Districts 3, 4, 5, & 6.



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Schedule of Events:

Task	Date
RFP Release	November 23, 2015
Deadline for Inquiries Inquiries must be in writing!!!! No inquiries will be addressed after this date.	December 9, 2015 by 4:00 pm (Arizona Time)
GRHC Responses to Inquiries GRHC's response to inquiries will be sent out via email to potential bidders.	December 16, 2015 by 5:00 pm (Arizona Time)
RFP Response Due <i>Response must be received by GRHC at or before this time. Any responses that do not meet this due date/time will not be considered.</i>	December 23, 2015 by 5:00 pm (Arizona Time)
Committee Meets	December 30, 2015
Notification of Award/Non-Award <i>GRHC notification of Award/Non-Award will be sent via email and/or hardcopy form.</i>	Upon approval of the Evaluation Committee's contract award recommendation

Scope of Work:

Contractor will be required to assess and prepare approximately four (4) acres of land for gardening. Such activities may include, but are not limited to, plowing, ripping, tillage work, cultivating with a disc, leveling, preparing land for planting, irrigation conduit, and safe walkway preparation. Contractor will provide weekly updates on work preparation and completion to the SDPI Project Coordinator, Juli Kelly, and/or Community Garden Management Contractor (to be named). Approximate timeframe for work is January 18, 2016 to February 19, 2016 and is contingent upon availability of grant funds. Land must be prepared and ready for planting season in March, 2016.



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Vendor References:

Bidders must provide references. For maximum compliance with the requirements of this RFP, a bidder must have been a prime contractor. Subcontractor references will be given less credit for compliance than prime contractor experience.

The references must meet the following requirements:

Two (2) references must be provided for successfully completed similar implementations of the scope of work being proposed. For the purposes of this RFP, "completed similar implementation" is defined as:

At least one (1) of these references must have been completed (i.e., put into production as the system of record) between six (6) months and two and one half (2½) years ago.

Gila River Indian Community Specific Requirements:

A proposal will only be deemed responsive if, in addition to the technical and functional requirements, specific agreement to the following areas is made in the proposal. The successful bidder will be required to accept the following GRIC/GRHC specific contractual language (below) in the final contract as a fundamental qualifying condition to permit a response to this RFP. **Failure to accept the contractual language below may result in disqualification of a vendor.**

TRIBAL BUSINESS LICENSING: Contractors conducting business on the Gila River Indian Community must obtain a Business License. Contractor shall comply with the Gila River Indian Community's business registration, licensing and other applicable tribal regulatory laws, and shall pay any applicable licensing fees. A copy of a current Business License must be provided to Gila River Health Care and be maintained for the duration of the contract. Contractor may not use Owner's or the Gila River Indian Community's name in advertising, promotional materials or other forms of medical exposure without advance written permission as to each specific use. The cost of this annual license is currently \$150.00.

INDIAN PREFERENCE: Pursuant to the Gila River Indian Community's Ordinance, GRHC's Procurement Policy and the Indian Self Determination and Education Assistance Act, as amended, Contractor shall provide Indian Preference in the award of any subcontract to this Agreement to any member of a federally recognized Indian Tribe or American Indian Owned Economic Enterprise who meets the minimum qualifications set forth by Contractor. If Contractor's team already consists of non-Indian subcontractors; any additional subcontractors effective October 29, 2012, will be subject to this Indian Preference clause.

GOVERNING LAW AND JURISDICTION: This Agreement shall be governed by, construed and enforced in accordance with the laws of the Gila River Indian Community. All disputes arising out of or relating to the matters addressed herein shall be resolved within the exclusive



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jurisdiction of the Gila River Indian Community Courts. The parties' execution of this Agreement is consent to such jurisdiction and governing law. In the event of a breach of this Agreement, the prevailing party shall be entitled to attorneys' fees and costs in addition to any other remedy at law or in equity.

SOVEREIGN IMMUNITY: GRHC is a subordinate economic entity of the Gila River Indian Community, a federally recognized tribal government with recognized sovereign powers and immunity. Nothing herein shall constitute a waiver of sovereign immunity by the Gila River Indian Community, or any of its subordinate economic entities, including GRHC. GRHC is expressly prohibited from waiving immunity on behalf of the Gila River Indian Community.

GOVERNMENT STATUS: Notwithstanding anything herein to the contrary, the adoption by the GRHC, as a wholly-owned subordinate economic entity of the Gila River Indian Community, of policies and procedures consistent with HIPAA and/or other federal and state laws is not intended to waive any exemption at law to which it is entitled as a governmental employer. Specifically, GRHC's adoption of policies modeled after such laws is not intended to be construed as a waiver of the Gila River Indian Community's sovereign immunity, consent to jurisdiction outside the Gila River Indian Community Courts, or consent to enforcement authority, actions, or assessments except as may be expressly made applicable to tribal governments.

RIGHT TO AUDIT: Contractor shall establish and maintain a reasonable accounting system that enables GRHC to readily identify Contractor's assets, expenses, costs of goods, and use of funds. GRHC and its authorized representatives shall have the right to audit, to examine, and to make copies of or extracts from all financial and related records (in whatever form they may be kept, whether written, electronic, or other) relating to or pertaining to this Contract kept by or under the control of the Contractor, including, but not limited to those kept by the Contractor, its employees, agents, assigns, successors, and subcontractors. Such records shall include, but not be limited to, accounting records, written policies and procedures; subcontract files (including proposals of successful and unsuccessful bidders, bid recaps, etc.); all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices; ledgers' cancelled checks; deposit slips; bank statements; journals; original estimates; estimating work sheets; contract amendments and change order files; backcharge logs and supporting documentation; insurance documents; payroll documents; timesheets; memoranda; and correspondence.

Contractor shall, at all times during the term of this Contract and for a period of ten years after the completion of this Contract, maintain such records, together with such supporting or underlying documents and materials. The Contractor shall at any time requested by GRHC,



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whether during or after completion of this Contract, and at Contractor's own expense make such records available for inspection and audit (including copies and extracts of records as required by GRHC. Such records shall be made available to GRHC during normal business hours at the Contractor's office or place of business and [subject to a three-day written notice/without prior notice]. In the event that no such location is available, then the financial records, together with the supporting or underlying documents and records, shall be made available for audit at a time and location that is convenient for GRHC.

Contractor shall ensure GRHC has these rights with Contractor's employees, agents, assigns, successors, and subcontractors, and the obligations of these rights shall be explicitly included in any subcontracts or agreements formed between the Contractor and any subcontractors to the extent that those subcontracts and agreements relate to fulfillment of the Contractor's obligations to GRHC.

Costs of any audits conducted under the authority of this right to audit and not addressed elsewhere will be borne by GRHC unless certain exemption criteria are met. If the audit identifies overpricing or overcharges (of any nature) by the Contractor to GRHC in excess of one-half of one percent (.5%) of the total contract billings, the Contractor shall reimburse GRHC for the total costs of the audit. If the audit discovers substantive findings related to fraud, misrepresentation, or non-performance, GRHC may recoup the costs of the audit work from the Contractor. Any adjustments and/or payments that must be made as a result of any such audit or inspection of the Contractor's invoices and/or records shall be made within reasonable amount of time (not to exceed 90 days) for presentation of GRHC's finding to Contractor.

Vendor Inquiries:

Prospective vendors may make written inquiries via email and/or hard copy to the GRHC Director of Contracts and Grants, Lisa Kaiser, at lkaiser@grhc.org All requests must be provided in written (email and/or hard copy) form. Verbal inquiries will not be accepted. All responses will be provided to the vendor in written (email and/or hard copy) form.

Please do not direct communications regarding this RFP to other individuals, or other related organizations such as the Boards of Directors, Executive Members, Tribal Committees, and affiliates, etc. Potential vendors are to direct all communications in writing either by email and/or hard copy to Lisa Kaiser at lkaiser@grhc.org



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Vendor Qualifications:

- At least 2 years of farming or commercial gardening experience, or some closely related work.
- Must be able to obtain a Gila River Indian Community Business License.
- Gila River Indian Community business owner preferred.

Evaluation Criteria:

The following will be considered in the final selection of the land preparation contractor:

- Must meet minimum vendor qualifications;
- Demonstrates successful experience in similar projects;
- Displays a clear understanding of the purpose of the project;
- Demonstrates familiarity with Gila River Indian Community;
- Clearly responds to the needs outlined within the scope of work; and
- Provides competitive pricing for services outlined within the scope of work.

Response Format:

The proposal must be delivered by the date and time specified on the cover page of this RFP. The vendor response must contain:

- a) One (1) original and four (4) printed copies of the proposal
- b) Qualifications and price quote
- c) A statement that the vendor can meet the GRHC specific requirements above
- d) Items a, b and c delivered in a sealed envelope by the close date and time and to the person and address specified on the cover page of this RFP. The words "Community Land Preparation Contractor Proposal" must be clearly written on the outside of the envelope.

THIS COMMUNITY GARDEN LANDSCAPING PROJECT IS CONTINGENT UPON THE AVAILABILITY OF GRANT FUNDING.