September 19, 2018

Request for Proposal

Managed Print Services

RFP Number:	**9-FY18-IT-001**
RFP Due Date/Time:	**October 26, 2018 12:00 PM Arizona Time**
Response Address:	**Gila River Health Care** **Contracts & Grants Department** **Attn: Anna Self, MBA** **483 West Seed Farm Road, Building 5** **Sacaton, AZ 85174** **Re: RFP#9-FY18-IT-001**
Contact Information:	ANNASELF@GRHC.ORG **602-528-1200 ext.1549**

PLEASE READ ALL PAGES: RESPONSES MUST BE SUBMITTED BY THE ABOVE DATE AND TIME. RESPONSES RECEIVED AFTER THIS DATE AND TIME WILL NOT BE CONSIDERED

Statement of Confidentiality

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The Gila River Health Care Journey

Founded in 1976 when Gila River Health Care (GRHC) received Joint Commission accreditation, the vision of GRHC has been to be the premier Native American healthcare delivery system empowered to serve the lifelong needs of our people. Establishing itself as a federally recognized 638 non-profit entity in 1995, GRHC has had a continuing mission to provide superior, comprehensive and community-oriented improvements to the health and wellness of the Gila River Indian Community, Ak-Chin Indian Community, and other federally recognized tribes of the United States.

Gila River Health Care promotes a healing environment that fosters physical, emotional, mental, and spiritual wellness while focusing on a care model that promotes collaboration between patients, their families, and healthcare providers. It is because of our promise to treat everyone with dignity and respect and our commitment to core values of Accountability, Commitment, Patients & Families, Culture, Quality, Self-Governance, and Trust that GRHC has become a leader to the populations we serve in Native healthcare.

Healthcare service is offered from GRHC's campuses. GRHC employs approximately 1,400 people, with additional service points across the seven Tribal Community Districts including: the Komatke Health Center Campus, Ak-Chin Clinic, the Hu Hu Kam Memorial Hospital Campus, and the new Hau'pal (Red Tail Hawk) Health Center in Chandler, Arizona. Each campus is distinct and responsive to patient healthcare needs.

I. RFP Process

A.<u>Proposal Submission</u>

Proposals shall be addressed to:

Gila River Health Care
Contracts & Grants Department
Attn: Anna Self, MBA
483 West Seed Farm Road, Building 5
Sacaton, AZ 85247
Re: RFP#9-FY18-IT-001

Proposals shall be submitted by:

Date: **October 26, 2018**
Time: 12:00 PM Arizona Time

B. Schedule of Events

The following is a list of the scheduled events in the RFP process:

RFP Issue Date	9/19/18
Pre-Bid Conference (attendance mandatory) **Location:** Hu Hu Kam Memorial Hospital Building#2 483 W. Seed Farm Rd. Sacaton, AZ 85147	9/26/18 10:00 AM Arizona Time
Deadline for RFP Inquiries/Communication: Inquiries must be made in writing (via email) No inquiries will be addressed after this date	10/2/18 12:00 PM Arizona Time
Addendum Issued (if applicable): Final Addendum to RFP will be issued; no inquiries or communications will be allowed after this date regarding questions about RFP	10/3/18
RFP Response Due Date Contracts and Grants Office –483 W. Seed Farm Rd. Bldg. 5 Sacaton AZ 85147	10/26/18 12:00 PM Arizona Time
Short listed Firm Interview Confirmation (if applicable):	Upon Selection
Recommendations and Approval	Upon approval of the Evaluation Committee's contract award recommendation

C. Proposal Format

1. Proposals and other materials submitted by FAX or solely via email will not be accepted.

2. Submit bound proposals neatly organized with the appropriate table of contents and tabs/dividers:

   - ❖ No 3-ring binders allowed.
   - ❖ Maximum sheet size is 8 1/2" x 11".
   - ❖ Minimum text size is 10 point.
   - ❖ Pagination is required.
   - ❖ Table of contents is required.

D. <u>Proposal Preparation Instructions</u>

The proposal format and specific content requirements is to aid GRHC in evaluation purposes. Non-conformance with these instructions may be cause for rejection of the proposal.

1.Proposal shall be clearly and concisely prepared in writing.

2. Proposals shall conform to the prescribed format and content as to enable GRHC to conduct a thorough evaluation.

3. Proposal package shall be comprised of a sealed envelope clearly identified with your firm name and address, and the number and title of this RFP. Envelope shall contain the following:

One (1) original Vendor Proposal including a cover letter signed by a company officer and clearly marked "Managed Print Services", and six (6) copies (i.e., seven identical sets of documents).

- ➢ Additionally, please email a soft copy of your proposal to ANNASELF@GRHC.ORG.

All communications made in the proposal shall become a part of any resulting Contract including clarifications.

Deliver proposal to Anna Self at GRHC Life Center, Bldg. #5 at Hu Hu Kam Hospital, 483 W. Seed Farm Road, Sacaton, AZ 85147. Proposals received after the due date and time cannot be accepted.

- **Respondents may not withdraw their proposal for a period of ninety (90) calendar days after the date set for receipt of proposals.**
- **The selected organization must guarantee their bid for a period of sixty (60) calendar days from the date the proposal is received. Proposals will be privately reviewed by the GRHC management. GRHC reserves the right to reject any or all proposals, to waive informalities and irregularities, and to accept any proposal considered advantageous to GRHC.**

II. RFP Communication

Prospective vendors may make written inquiries via email and/or hard copy to the GRHC Contracts and Grants Writer, Anna Self, at ANNASELF@GRHC.ORG. Contact also may be made with Deborah Tinsley at DTINSLEY@GRHC.ORG if Anna is not available.

All requests must be submitted no later than October 2, 2018 **12:00 PM** Arizona Time. 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.

III.Scope of Work

GRHC has identified a need to procure Managed Print Services. Upon completion of contract requirements, the chosen contractor will furnish all labor, materials, and equipment necessary to complete the work outlined in Attachment A, Project Requirements.

IV.Proposal Requirements

Vendor Proposal

The bound Vendor Proposal shall address the following items in the exact order and format by each section below:

A. Acknowledgements

1. Bidders must acknowledge receipt of amendments and/or addendums to this solicitation, if applicable.
2. Bidders must acknowledge being amenable to signing the Gila River Healthcare Tribal Language Addendum (Attachment E).
3. Bidders must acknowledge being amenable to accepting the RFP Minimum Contracting Standards for incorporation into a final agreement if the bid is successful.
4. Bidders must acknowledge being amenable to accepting GRHC's Reservations as stated in this solicitation.

B. Program Design

1. Provide detailed information on the expected timetable for the project.

C. Individual company's experience and ability to perform on healthcare programs with size and complexity similar to the proposed project

1. A brief history of the firm, including years in business and number individuals employed by the firm. Do not include contract employees.

2. Provide program information for projects completed by your organization with explanations of how those projects are representative and/or reflective of experience that is pertinent to and/or will add value to this project. Include client names, email addresses, and phone numbers.
3. Include three (3) client references for similar projects completed in the last ten (10) years by the person or team proposed for this project.

4. GRHC forecasts growth for the company in the coming years. How do you assess your system's ability to keep pace with our expansion?

D. Program Cost Proposal/Budget

1. Provide a fee proposal. The fee proposal should indicate the proposed delivery date.

2. Provide a clear and comprehensive price quote that individually lists, describes the basis for, and totals all of the anticipated costs to put the proposed system into operation for GRHC, including the following:

a. Black and White Printer Prints 250,000 monthly minimum @ $.....each

i. Rate for Overages $.....each

b. Color Printer Prints @ $.....billed monthly
   i. Rate for Overages $.....each
c. Copier Black & White Copies @ $.....each billed monthly
   i. Rate for Overages $.....each
d. Copier Color Copies @ $.....each, billed monthly
   i. Rate for Overages $.....each
e. Non-Network Devices billed Quarterly $.....
f. Monthly maintenance fees to include cleaning, parts, and service when devices are down $.....

The above rates will not be subject to an increase during the contract term.

3. List any additional, reimbursable expenses you expect to incur. If none, so state.

E. Resumes

Provide the following:

1. Program Staff/Team – Please list each of the individuals that would be assigned to this program, with the role they are scheduled to play, their professional qualifications, background checks, drug screening, and any applicable licenses/certifications. Provide a detailed resume of each proposed staff member, including all positions held within the past 10 years and client references.

2. Identify staff who worked on the previous projects listed in item B 1 above. Note: Your organization will be required to retain staff indicated in the proposal on the project through the end of the project. Change in staff requires GRHC written approval or your organization will incur a liquidated damage **penalty of $5,000** for change of staff (per each staff change). (Is this applicable to this type of agreement?

F. Certificate of Liability/Insurance required by start date of proposed services.

G. Gila River Indian Community Business License, to be paid by Contractor, required by start date of proposed services.

H. The most recent financial statement for your organization, as well as a list of agency principals.

I. A signed statement certifying your organization is not involved in any type of litigation or other action that would prevent the organization from meeting any contract obligation with GRHC.

J. Attest that the organization, the owner of the organization, and anyone having controlling interest in the organization has not been excluded, debarred, or sanctioned in connection with any federal healthcare program.

V. Evaluation Guidelines

Vendor Proposal Evaluation **Each Proposal will be evaluated on a 100 point system**	Points
Meets minimum vendor qualifications	10
Demonstrates successful experience in similar projects by the staff proposed	25
Displays a clear understanding of the purpose of the project	10
Demonstrates familiarity with Gila River Indian Community and government institutional owner	5
Provides evidence of Native American ownership	5
Clearly responds to the needs outlined within the scope of work	15
Provides complete and competitive pricing for the proposed project	15
Signed statement that vendor accepts all minimum contracting requirements, terms and conditions, and agrees to Tribal Addendum.	10

A. Oral Presentation (if required)

After scoring and ranking of all proposals submitted, GRHC may decide to advance the highest ranking agency to the next step of the selection process. Alternatively, GRHC may decide to further consider the three (3) highest rated proposals and invite each firm to make an oral presentation (1 hour maximum) to the evaluation board. As a minimum, the agency's project manager must be in attendance and be prepared to answer questions presented by the evaluation board. (25 Pts.)

B. Final Selection

The applying agency with the highest overall score will be awarded the contract.*

* See section X. Reservations

VI. Gila River Indian Community Minimum Contracting Standards

By electing to participate in the bidding process, the successful bidder agrees that it will abide by the following GRHC minimum contracting standards which are incorporated into and will control in the event of a conflict with any future agreements arising out of this RFP unless expressly waived by GRHC.

a) CONFIDENTIALITY: Contractor shall maintain all non-public information secured in connection with any contract with GRHC in strict confidence, with disclosure only to individuals as needed to perform under the contract, and on a need to know basis. Any Contractor who has access to protected health information is responsible for complying with HIPAA and agrees to enter into a HIPAA compliant business associate agreement (a "BAA") approved by GRHC. In the absence of a separate BAA, contractor agrees to abide by the model BAA published by the US Health and Human Services, incorporated by this reference. Contractor may not use GRHC's or the Gila River Indian Community's name in advertising, promotional materials, or other forms without advance written permission as to each specific use.

b) TRIBAL BUSINESS LICENSING: Contractors conducting business on the Gila River Indian Community must obtain a Business License. The cost of an annual license is approximately $150.00.
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.

c) INDIAN PREFERENCE: Contractor shall comply with Indian preference requirements in employment and subcontracting as required by Gila River Indian Community law, the GRHC Procurement Policy, and the Indian Self Determination and Education Assistance Act, as amended.

d) GOVERNING LAW AND JURISDICTION: Unless otherwise approved by the Gila River Health Care Board of Directors, the contract shall be governed by, construed in accordance with the laws of the Gila River Indian Community, and the Contractor consents to jurisdiction of the Gila River Indian Community Courts for all matters related to or arising out of the contract.

e) SOVEREIGN IMMUNITY: The parties acknowledge and agree that GRHC is a subordinate economic entity of the Gila River Indian Community performing an essential government function with sovereign immunity. Nothing herein or in an agreement or contract arising out of the RFP shall constitute a waiver of GRHC's government status or its entitlement to exemptions from federal or state laws, and nothing shall constitute a waiver of sovereign immunity by GRHC, the Gila River Indian Community, or any of its subordinate economic entities. Enforcement of contract rights by GRHC is not an implied waiver of immunity to counterclaims. The parties acknowledge and agree that a waiver of immunity may only be granted by express and unequivocal resolution by the GRHC Board.

f) CONTRACTOR RESPONSIBILITY: Nothing in the contract shall relieve or limit the Contractor's responsibility for damages for its own negligence or breach of the contract. Nothing shall require GRHC to indemnify or hold Contractor harmless for its own negligence, breach, or misconduct. All products from or services by a Contractor are warranted or represented as being suitable for the intended purpose of the Contract.

- **The firm that is awarded services under this RFP will be required to execute the GRHC Contract. If RFP respondent will take issue with any portion of the**

Contract, proposal should clarify with specificity any exclusion, clarifications, assumptions, or concerns pertaining to the Contract.

VII. GRHC Terms and Conditions

- **Proprietary Information:** Any restrictions on the use of the information contained within a proposal must be clearly stated within the proposal. All other material contained in the proposal shall become property of GRHC.
- **Addendum or Supplements to the RFP:** In the event it becomes necessary to revise any part of this RFP, an addendum will be provided to each vendor that received the RFP and attended the mandatory pre-proposal conference. GRHC reserves the right to request, and the vendor agrees to furnish, any additional data required to support the information contained within its proposal.
- **Right to Audit:** Contractor shall establish a reasonable accounting system, which keeps accurate and complete accounting records. Upon no less than ten day-notice and no more than once per fiscal year, GRHC may audit or use a reputable accounting firm to audit the contractor's records relating to its performance under this agreement.
  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 discovers substantive findings related to inappropriate accounting, non-performance, misrepresentation, or fraud, 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 records shall be made within a reasonable amount of time (not to exceed 60 days) from the presentation of the GHRC's findings to contractor.
- **Contractor Responsibility:** The selected firm, prior to commencing work on the project, shall be responsible for: 1) obtaining a Tribal Business License (approximately $150 cost); 2) providing proof of insurances; 3) providing a copy of their IRS W–9; 4) completing the Disclosure of Ownership/Control and Criminal Offenses Statements form. The selected firm shall be responsible for compliance with the Community's Tribal Employment Rights Ordinance (TERO) and other Gila River Indian Community (GRIC) Laws and Ordinances.
- **Insurance Requirements:** The selected firm shall provide and maintain, and require all of its Subcontractors to maintain, insurance during the term of the proposed services with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate for auto, general liability, and property damage. The

firm shall also provide and maintain workers compensation coverage as required by the State of Arizona. The selected firm shall provide and maintain professional liability insurance with minimum limits of $1,000,000 per occurrence, $3,000,000 aggregate. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs. Such coverage shall be provided and maintained at the selected firms own expense. GRHC must be named additional insured on the Certificate of Insurance and be listed as a Certificate Holder.

- **Evidence of Insurance:** Certificate(s) or other evidence of coverage satisfactory to GRHC shall be delivered to the Procurement Officer identified at the beginning of this RFP prior to commencing services under this Contract. Such certificates or other evidence shall:
    - Specifically identify this Contract;
    - Clearly evidence all coverages required in this Contract;
    - Contain the express condition that GRHC is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
    - Include copies of the additional insured endorsement to the commercial general liability policy, adding Gila River Indian Community, Gila River Health Care, its Special Districts, its officials, officers and employees as additional insureds for all activities arising from this Contract.
- **Insurer Financial Ratings:** Insurance is to be provided by an insurance company acceptable to GRHC with an A.M. Best rating of not less than A: VII unless otherwise approved by GRHC. The insurance company must be licensed to conduct business in the State of Arizona.
  Should any policy be written on Claims Made paper, Insurance shall be purchased for an extended reporting period (tail coverage) at a minimum of three years following the cancellation of the claims made policy or completion of this contract whichever occurs later.
  It will be necessary to provide GRHC with the specified Certificates of Insurance, prior to the final execution of the contract for services.

VIII. General Information

- GRHC is responsible only for what is expressly stated in this RFP and written addenda thereto. GRHC is not responsible for and will not be bound by any person not authorized to act on its behalf.
- As of the issuance date of this RFP and continuing until the date for submission of proposals, communications with GRHC employees pertaining

to this RFP is strictly limited. Personnel representing GRHC will not conduct meetings, conferences, or conversations, or exchange written communications regarding this project with firms and/or individuals who are considering responding to this RFP. A firm whose representatives are found to be acting in any way contrary to this directive will be disqualified from entering into any contract that may result from this RFP.

- Screening: Employer must confirm in writing that all personnel that may visit GRHC facilities have had a background check that did not reveal any crimes that are prejudicial to working around patients, staff, and drugs.
- Tobacco and Drug Free Workplace Policy: All GRHC properties are tobacco and drug free workplaces.
- Non-Discrimination: GRHC does not discriminate on the basis of race, color, national origin, religion, age, ancestry, medical condition, disability or gender in consideration for an award of contract but reserves the right to give preference to Native Americans.

IX. Reservations

With respect to this RFP, GRHC reserves certain rights at any time, as follows:

- Reject any proposal without indicating any reason for such rejection;
- Waive or correct any minor or inadvertent defect, irregularity or technical error in a proposal, or in the RFP process, or as part of any subsequent contract negotiation;
- Request that respondents supplement or modify all or certain aspects of their proposals or other documents or materials submitted;
- Request that respondents make an oral and/or written presentation if more information is deemed necessary;
- Terminate this RFP.
- Terminate this RFP and issue a new RFP;
- Modify the selection process, the specifications or requirements for materials or services;
- Modify the requirements for the content, or format of the proposals;
- Extend any deadline specified in this RFP, including deadlines for accepting proposals;
- Terminate failed negotiations with a respondent without liability, and negotiate with other respondents;
- Disqualify any respondent on the basis of a real or apparent conflict of interest, or evidence of collusion that is disclosed by the proposal, or other information available to GRHC;

- Request that services be provided by certain staff of a respondent, or request that certain staff of a respondent be excluded from providing services as determined by GRHC to be in its best interest;
- Reject a respondent's proposal where the respondent is in breach of, or in default under, any other agreement with GRHC;
- Award multiple contracts if it is deemed necessary to provide the specified services; and
- Costs of preparation of proposals will be borne by the proposer.

X. Attachments

A. Project Requirements.
B. Indian Owned Economic Enterprise Qualification Statement.
C. Gila River Indian Community Business License Application.
D. Disclosure of Ownership-Control and Criminal Offenses Statement.
E. Gila River Healthcare Tribal Language Addendum.
F. Signed Statement agreeing to minimum contracting requirements, terms and conditions, and Tribal Addendum.

GRHC.org
520.562.3321

Gila River
HEALTH CARE

483 West Seed Farm Rd,
Sacaton, AZ 85147

ATTACHMENT A

Project Requirements

Gila River Health Care (GRHC) is seeking proposals from experienced and qualified contractors to:

1. Provide the listed supplies, parts, and labor service for the covered equipment to include (covered printers/MFD's will be identified in a walk-through of all sites):

- Replacement of all parts found defective or worn as a result of normal equipment use.
- Labor to maintain and properly maintain the equipment.
- All preventative maintenance done at intervals specified by the manufacturer.
- Loaner equipment in the event the equipment requires shop work to repair.
- Replacement of photoconductors and heater rollers found defective or worn as a result of normal use.
- Replacement of black and color toner, black developer, brushes, and filters.
- Clear identifiable labels for toner being shipped to ensure the toner makes it to the proper site as efficiently as possible.
- Factory-recommended retrofits and improvements in the equipment.

2. Provide coverage for services related to the connectivity between the covered equipment and GRHC's network.

3. Identify the process for Adds/Moves/Changes of equipment.

ATTACHMENT B

Gila River
HEALTH CARE

INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT

The Undersigned certifies under oath the truth and correctness of all answers to questions made hereinafter:

1. Name of Enterprise:

   Address:

   Telephone #:

2. Check one:

   _____ Corporation _____ Joint Venture

   _____ Partnership _____ Other:

   _____ Sole Proprietorship

3. Answer the following:

   If a Corporation:

   a. Date of incorporation:

   b. State of incorporation:

   c. Name & address of statutory agent:

   d. Give the name and address of the officers and members of the Board of Directors of this Corporation and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Title	Address	% of Stock Ownership
		President		
#				
		Vice-President		
#				
		Sec/Clerk		
#				
		Treasurer		
#				

#				
#				

Complete the following information on all stockholders who are not listed in d above, owning 5% or more of the stock. Establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Address	% of Stock Ownership
#			
#			
#			
#			

If a Sole Proprietorship or Partnership:

a. Date of Organization:

b. Give the following information on the individual or partners and establish whether they are Indian (I) or Non-Indian (NI).

Name and Social Security No:	I or NI	Address	% of Stock Ownership
#			
#			
#			
#			

If a Joint Venture:

a. Date of Joint Venture Agreement:

b. Attach the information for each member of the joint venture prepared in the appropriate format given above.

4. Give the name, address, and telephone number of the principle spokesperson of your organization:

5. Has this enterprise been certified as an Indian Owned Economic Enterprise by any government or Tribal agency to qualify for special consideration under Indian preference contract clauses, or been awarded contracts by any government or Tribal agency based on Indian preference consideration?

Yes _____ No _____

If yes complete:

Contract Date	Contracting Agency	Contract No.	Location of Work:

6. Will any officer or partner listed in #4 be engaged in outside employment?

Yes _____ No _____

If yes complete:

Name	Description of Outside Employment	Hours/Week

7. Does this enterprise have any subsidiaries or affiliates or is it a subsidiary or affiliate of another concern?

Yes _____ No _____

If yes complete:

Name and address of subsidiary affiliate or other concern	Description of Relationship

8. Does this enterprise or any person listed in #3 above have or intend to enter into any type of agreement with any other concern or person which relates to or affects the on-going administration, management or operations of this enterprise? These include but are not limited to management, and joint venture agreements and any arrangement or contract involving the provision of such compensated services as administrative assistance, data processing, management consulting of all types, marketing, purchasing, production and other type of compensated assistance.

Yes _____ No _____

If yes, attach a copy of any written agreement or an explanation of any oral or intended agreement.

9. Attach certification by a Tribe or other evidence of enrollment in a federally recognized Tribe for each officer, partner or individual designated as an Indian in #3.

10. Attach a certified copy of the charter, articles of incorporation, by-laws, partnership agreement, joint venture agreement and/or other pertinent organizational documentation.

11. Explain in narrative form the stock ownership, structure, management, control, financing, and salary or profit sharing arrangements of the enterprise, if not covered in answers to specific questions heretofore. Attach copies of all shareholder agreements, including voting trust, employment contracts, agreements between owners and enterprise. Include information on salaries, fees, profit sharing, material purchases, and equipment lease or purchase agreements. Evidence relating to structure, management, control, and financing should be specifically included. Also, list the specific management responsibilities of each principal, sole proprietor, partner, or party to a joint venture (as appropriate) listed in response to #3.

NOTE: I. Omission of any information may be cause for rejection of claim for Indian Preference.

II. The persons signing below certify that all information in this INDIAN OWNED ECONOMIC ENTERPRISE QUALIFICATION STATEMENT, including exhibits and attachments, is true and correct.

III. Print and type name below all signatures.

If applicant is Sole Proprietor, Sign Below:

_____ _____

NAME Date

If applicant is a Corporation, Sign Below:

_____ _____

NAME Date

If applicant is in a Partnership or Joint Venture, all Partners must sign below:
Add additional sheets if more than two partners.

_____ _____

NAME Date

_____ _____

NAME Date

ATTACHMENT C

GENERAL INFORMATION

Anyone engaged in business activity on the Gila River Indian Community must apply for, and be issued a business license. They must also comply with all laws and regulations of the Gila River Indian Community

Annual Business License shall be issued for a period of one year from date of approval.

Special Event Business License shall be issued for a period of 5 days. **Only one special event business license will be issued within a 12 month period.**

Applicants in the construction contracting business are required to provide a Certificate of Liability (listing GRIC as additional insured)

If any other ordinance or law of the Gila River Indian Community requires the business obtain a license or permit for **regulatory purposes**, no business license will be issued until the regulatory license or permit is obtained.

All vendors that offer or sell food must provide a copy of their GRIC Environmental Services' establishment Permit or Notice with their Business License Application.

A separate license is required for each physical location or business office.

Business licenses may be revoked after notice and hearing for any of the following: (this is not meant to be an all inclusive list)

*Fraud or mispresentation

*Violation of Title 13 Ordinance or any other Community Law or Ordinance

*Conviction of a crime

*Conducting business in an unlawful manner

*Unfair business practices

Business license payments can be made ONLY by cash, check, cashier's check or money order and submitted to

Gila River Indian Community
Office of the Treasurer
P.O. Box 2160
Sacaton, AZ 85147
(520) 562-9558

I. TYPE OF APPLICATION AND LICENSE.

(Select one of the following)

New: A new business with no previous owners.

Change: The purchasing of an existing business or changing a business entity (sole owner to corporation, etc.)

Renewal: To renew an existing annual license.

Update: To renew an existing permanent license.

Include applicable GRIC Member Number or Special Event Start Date

II. TYPE OF OWNERSHIP

Check applicable.

If you are a not-for-profit organization, attach a copy of your IRS determination letter.

If you are incorporated enter the state in which you are incorporated and date of incorporatation.

III.BUSINESS INFORMATION

Legal Business Name:

Individual-Last, First (name of owner)

Partnership-Names of General Partner/Owner

LLC-Managing Member per State Regulation

Corporation-Name as listed in Articles of incorporation.

Enter the entities Federal Employer Indentification Number (EIN) or owner's Social Security Number.

Enter the name under which the entity is doing business (DBA). For example "XYZ Foods".

Enter the name and email address of a contact person at the business.

Enter the street address of the primary location of business.

Enter a business contact phone number.

If different than the Business Address, enter the mailing address where all correspondence is to be sent including the monthly tax return. You may use your home address, corporate headquaters, or accounting firm's address.

If you wish correspondence sent to a name other than the Legal Business Name, enter the name or the department or accounting firm in the "In care of" section.

If your business is located on the Gila River Indian Community, check box.

Describe the major business activity: principal product you manufacture commodity sold, or services performed. A detailed description of the business is very importatnt because it determines your taxability.

Enter the location of where you will be conducting business on the Gila River Indian Community

Enter the date business started on the Gila River Indian Community.

If applicable enter the date sales on the Gila River Indian Community began.

Enter the estimated gross sales which will be transacted during the term of the license.

Enter filing method.

Cash method requires the payment of tax based on payemnts received during the month covered by the tax return.

Accural method requires the payment of tax based on transactions billed during the month covered by the tax return.

IV.IDENTIFICATION OF OWNER(S) OR CORPORATE OFFICERS.

Enter as many applicable; attach a separate sheet if additional space is required.

If this business previously held a GRIC business license so indicate and enter the license number.

V.INDIVIDUALS AUTHORIZED TO RECEIVE BUSINESS LICENE INFORMATION.

Complete as indicated

VI. LOCATION OF TAX RECORDS

Complete as indicated

VII.BUSINESS PURCHASE INFORMATION

Complete this section of you acquired an existing business. Please note, all or part of a business may be acquired or succeeded to"in any manner" which included, but is not limitied to, acquisition by purchase, lease, repossession, bankruptcy proceedings, default or through the transfer to a third party.

VIII. GENERAL INFORMATION

Please provide bank, credit or trade references. If none, individuals may enter personal references.

IX. CONSENT TO LIABILITY

You will receive a copy of Title 13 with your license. You acknowledge that you are responsible for reading Title 13 and consent to liability for and payment of all applicable taxes.

X.SIGNATURES

The application must be signed only by individual (s) legally responsible for the business, not agents or representatives.

Gila River Indian Community
Business License Application

PLEASE PRINT

I. Type of Application

□ New
□ Change
□ Renewal, License #_____
□ Update, License # _____

Type of License

□ Annual License-Non- Member ($150.00 fee)
□ Annual License-GRIC Enrolled Member ($5.00 fee)
GRIC Member Number_____
□ Special Event ($30.00 fee)
Dates of Special Event _____to_____

II.Type of Ownership

□ Individual
□ Partnership □ General □ Limited
□ Limitied Liability Partnership
□ Limited Liability Company
State of Registration_____ Date_____

□ Association
□ Not for Profit Organization
Attach IRS Letter of Determination
□ Corporation □ C Corp □ Sub S
State of Incorporation _____ Date _____

III. Business Information

1) Legal Business Name

2) Employer ID Number (EIN) or SSN (Individual)

3) Business Name or DBA Name

4) Contact Name

5) Email Address

6) Business Address

7)Mailing Address (If different from Business Address)

8) In Care of or Attn:

9) Business Phone Number

10) Is Your Business Located on the Gila River Indian Community Reservation? □ Yes □ No

11) Detailed description of your business activity (*describe major business activity: principal product you manufacture, commodity sold, or services performed)*

12) Location of business activity on the Gila River Indian Community (GRIC)

13) Date business started on GRIC

14) Date Sales Began on GRIC

15) Estimated Gross Sales

16) Filing Method □ Cash □ Accural

IV. Identification of Owner (and spouse if married) Partners, Corporate Officers Members and/or Managing Members of Officials (if more space needed attach a separate sheet)

Name (Last, First, M.I.)	SSN	Title	% owned	Residential Address	Phone Number

Did you have a previous Gila River Indian Community Business License? □ Yes □ No If yes, license # _____

V. Individuals Authorized to Receive Business License Information not Listed Above.

_____

_____

_____

VI. Location of Tax Records (by whom and where your records are kept)

Name of Company _____ Person to Contact _____

Address (City, State,and Zip Code) _____ Phone Number _____

VII. Business Purchase Information

Did you buy an existing business? □ Yes □ No

If yes, did that business conduct business on the Gila River Indian Community? □ Yes □ No

Did the business have a license issued by the Gila River Indian Community? □ Yes □ No

Previous Business Name _____ Previous Owner's Name _____

Previous Business Owner's Address _____

Previous Owner's Phone Number _____ GRIC Business License Number _____

VII. General Information (bank, credit, trade) -Individuals May Use Personal References

References:

Name (Last, First, MI)	Address	Phone Number	Relationship

VIII. Consent to Liability (initials required) _____

You will receive a copy of Title 13 with your license. This an acknowledgement that you are responsible for reading Title 13, and consent to liabilty for and payment of all taxes imposed by it, and as it may be amended by GRIC Community Council in the future.

IX. Signature(s) by Individuals Legally Responsible for the Business

This application must be signed by a sole owner, two partners, two corporate officers, members and/or managing members, the trustee, receiver or personal reprewentitive of an estate.

Under penalty of perjury I (we) declare that the information on this document is true and correct. Giving false information could result in disapproval and/or revocation of my business license.

Type or print name	Title	Signature	Date

ATTACHMENT D

DISCLOSURE OF OWNERSHIP/CONTROL AND CRIMINAL OFFENSES STATEMENTS

I. Provider Information *See Instructions*

(a) Name of Individual, Facility or Organization: _____

(b) Doing Business As (DBA) :_____

(c) Federal Tax Identification Number (TIN) or Social Security Number (SSN): _____

(d) National Provider Identifier # (NPI): _____

(e) Check the entity type that best describes the structure of the enrolling provider entity. Check only one box.

☐ For-Profit Corporation ☐ Non-Profit Corporation ☐ Partnership ☐ Government Owned ☐ Sole Proprietorship

(f) Is this entity chain affiliated? ☐ No ☐ Yes

As required by 42 CFR Part 455, Subpart B, which sets forth State Plan requirements regarding Full Disclosure of Ownership and Control and Related Party Transactions, the following information must be submitted to AHCCCS prior to registration and upon each renewal, revalidation, or within 35 days of any change in ownership of the entity. In order to participate as an AHCCCS provider, this form must be completed completely and accurately.

AHCCCS may refuse to enter into or renew an agreement with a provider if the provider fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the provider did not fully and accurately make the disclosures as required. If you are a government entity you do not need to complete items II (a), (b) and (e); however, you must submit information for item II (c).

II. Ownership and Control Interest Information *(Reference - 42 CFR, Part 455, Subpart B and State Medicaid Director Letters 08-003 & 09-001)*

(a) List the name, address, SSN and Date of Birth (DOB) for: 1) each officer and director (if incorporated); 2) each partner or member (if partnership or limited liability corporation); 3) each individual who has direct or indirect ownership interest, separately or in combination, amounting to an ownership interest of 5% or more of the enrolling provider; 4) each individual who has an ownership interest of 5% or more in any obligation secured by the enrolling provider if that interest equals at least 5% of the value of the property or assets of the enrolling provider; and 5) each individual who is an officer, director, partner or member, or who has a direct or indirect ownership interest, separately or in combination, amounting to an ownership interest of 5% or more of any subcontractor in which the enrolling provider has a 5% or more interest.

Name	Address	DOB	SSN	Percentage

(b) List the name, address (including primary business address and all locations), and TIN of any organization, corporation, or other entity not disclosed in Item II.(a) having any direct or indirect ownership, separately or in combination, amounting to an ownership interest of 5% or more, or any controlling interest (e.g. officer, director, partner or member), in the enrolling provider or in any subcontractor in which the enrolling provider has a 5% or more interest. Use attachment A if additional space is needed.

Name	Address	DOB	TIN	Percentage

(c) List below the name, address, date of birth, social security number and title of all agents and managing employees of the enrolling provider. Use attachment A if additional space is needed.

Name	Address	DOB	SSN	Title

(d) List those persons named in Item II (a) and (b) who are related to each other as spouse, parent, child, or sibling.

Name	Address	DOB	SSN	Relationship

(e) List the name, address and TIN of any other disclosing entity in which a person with an ownership or control interest in the enrolling provider also has an ownership or control interest of 5% or more in any other disclosing entity. For the purposes of this specific disclosure, "other disclosing entity" means any entity required to make ownership and/or control disclosures pursuant to Titles V, XVIII, XIX, XX or XXI of the Social Security Act.

Name	Address	DOB	SSN	Relationship

III. Criminal Offenses *(Reference - 42 CFR, Part 455, Subparts B and E, and SMLD 08-003 &09-001)*

(a) List the name, SSN and DOB of each individual or entity disclosed in Item II who has been convicted of a criminal offense related to that person's or entity's involvement in any program under Medicare, Medicaid or the Title XX services program since the inception of those programs.

Name	Address	SSN	DOB

(b) List the name, title, SSN and DOB of each individual disclosed in Item II who has been suspended or debarred from participation in any Medicare, Medicaid or Title XX program at any time since the inception of those programs.

Name	Address	SSN	DOB

I affirm under penalty of law that the information I have provided for this form is true, accurate and complete to the best of my knowledge. If the provider is using an Authorized Representative, the SSN and DOB are mandatory fields.

_____ _____ _____

Print Name of Disclosing Entity (Provider) or Authorized Representative | SSN | DOB

_____ _____

Signature of Disclosing Entity (Provider) or Authorized Representative | Date

Last Updated 01/2015

DISCLOSURE OF OWNERSHIP/CONTROL AND CRIMINAL OFFENSES STATEMENTS

ATTACHMENT A

Use the additional space provided below for **Item II (a). Ownership and Control Interest Information**

Name	Title	Address	SSN/TIN	Date of Birth	Percentage

Use the additional space provided below for **Item II (b). Ownership and Control Interest Information**

Name	Address	TIN	Percentage

Reset

Gila River
HEALTH CARE

P.O. Box 38 – Sacaton, Arizona 85147

ADDENDUM

To the
_____ Agreement
With
_____
For _____

This "Addendum" supplements the Agreement identified above, and to the extent of conflict between this Addendum and the Agreement, this Addendum will prevail. This Addendum is effective only when signed by you and our authorized representative in our corporate offices. All terms and conditions in the Agreement not expressly modified in this Addendum will remain in full force and effect. All capitalized terms will have the same meaning as in the Agreement.

The Agreement will be modified as follows:

1. Sovereign Immunity. Gila River Health Care (GRHC) is a wholly owned 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's enforcement of contractual legal or equitable remedies it may be entitled to is not to be construed as an implied waiver of immunity or consent to counterclaims. GRHC is expressly prohibited from waiving immunity on behalf of the Gila River Indian Community.

2. Government Status. Notwithstanding anything herein to the contrary, the adoption by 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.

3. Jurisdiction and Governing Law. All disputes arising out of or relating to the matters addressed herein shall be resolved within the exclusive jurisdiction of the Gila River Indian Community Courts, and shall be construed and enforced in accordance with the laws of the Gila River Indian Community. The Parties' execution of this Agreement is consent to such jurisdiction and governing law.

4. Indemnification. Contractor agrees to save, indemnify and hold GRHC harmless (including attorneys' fees and defense costs) from and against all claims, demands and causes of action of every kind and character arising on account of personal injury, property damage, or liability of any sort resulting from the negligent acts or omissions of Contractor, its agents, employees or subcontractors, in connection with the performance or non-performance of its obligations outlined herein. Contractor shall not be responsible for the negligent acts of the GRHC, its employees, officers, directors, agents or subcontractors.

5. 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.

6. Federal Tort Claims Act ("FTCA"). The Parties agree that the GRHC is deemed by statute to be part of the Public Health Services of the United States for purposes of coverage under the Federal Tort Claims Act ("FTCA"), while performing services, functions or participating in activities or programs under a self-determination contract with the Indian Health Services. FTCA coverage is more fully described in federal regulations (25 C.F.R. § 900). Nothing in this Agreement shall be construed as a waiver of any rights or defenses otherwise applicable under the FTCA.

7. Tribal Business Licensing. Contractors who engage in business activity within the Gila River Indian Community must apply for and be issued a business license (current fee as of 2015 is $150.00). [See http://www.gilariver.org/images/stories/bl_application.pdf for application and instructions]. The contractor is responsible for compliance with the foregoing business license requirements. A copy of a current Business License must be provided to GRHC and be maintained for the duration of the contract.

8. Period of Performance. Contractor shall perform the Services beginning on xxxxx, 2018, and will be effective for a period of thirty-six (36) months, thereafter it will auto renew for 12 months consecutively, unless a thirty (30) day notice of non-renewal is provided by either party.

9. Insurance. Contractor shall secure and maintain throughout the entire term of this Agreement, at Contractor's sole cost and expense, comprehensive general liability insurance, and where appropriate, professional liability insurance, malpractice insurance, workers compensation insurance, and other insurance, in such form and amounts as shall be reasonably necessary for the performance of Contractor's obligations hereunder. Contractor shall maintain such policy or policies of insurance with a licensed insurance company admitted to do business in the State of Arizona. Contractor shall promptly notify GRHC of any lapse in coverage. GRHC must be named additional insured on the Certificate of Insurance and be listed as a Certificate Holder. Contractor shall purchase a 2-year Tail Coverage Insurance Policy to provide for any lapse in coverage or cancellation under a Claims Made policy. Upon request, Contractor shall provide to GRHC certificates of proof of the insurance coverage required herein.

10. Termination of Agreement. GRHC may terminate this Agreement immediately, with no opportunity for Contractor to cure. If either party terminates this Agreement, GHRC shall only be liable for the fees earned and reimbursable expenses incurred as a result of work actually performed and the results of such work delivered to GRHC prior to the effective date of the termination.

11. Termination by Gila River Health Care Board of Directors: In addition to any other termination rights GRHC may have under the Contract, GRHC may terminate the Contract early at any time without any opportunity to cure and without penalty if the GRHC Board of Directors determines that such termination is necessary or appropriate for compliance with its obligations under the Indian Self-Determination and Education Assistance Act or other tribal or federal law, or to protect the health, safety, welfare, or interests of its patients of the Gila River Indian Community. Notwithstanding anything in the Contract to the contrary, Contractor shall be entitled only to actual fees earned for completed and approved work through the date of termination.

12. Compliance with GRHC Rules, Regulations, Policies and Procedures. Contractor shall be required to follow policies as instructed by GRHC and as posted at GRHC locations while in the performance of this contract. Policies will be shared if applicable. Without limiting the foregoing, Contractor shall comply with all GRHC rules regulations, policies and procedures related to or in connection with the False Claims Act, the Deficit Reduction Act, the Federal Tort Claims Act and the Indian Self-Determination and Education Assistance Act.

13. Confidentiality of Patient Health Care Information and Proprietary Business Information: Contractor agrees to comply with the Health Insurance Portability and Accountability Act ("HIPAA"), its related regulations and standards, and all applicable federal and state privacy and confidentiality laws in the performance of the services under this Agreement. Contractor shall also abide by all GRHC HIPAA privacy policies and procedures while performing the services, and shall cooperate with GRHC, so that GRHC may meet the requirements imposed by HIPAA.

14. Miscellaneous. GRHC is exempt from federal and state taxes under Section 501(c) (3) of the Internal Revenue Code (the "Code) and / or Code Section 7871 (Indian Tax Status Act). Contractor shall ensure that all services and products provided by contractor shall be suitable for uses or purposes contemplated in the Agreement for the term of the Agreement (as the same may be extended).

15. Invoices. Send all invoices to GRHC Accounts Payable at APVendor@grhc.org.

    If there is a conflict between this Addendum and the Agreement, this Addendum will prevail.

    This Addendum together with the Agreement constitute the entire understanding and agreement between the parties concerning the subject matter hereof and supersedes all prior or contemporaneous negotiations, agreements and understandings, whether oral, in writing, or established by the course of dealing of the parties, concerning the subject matter hereof.

    By signing this Addendum, the signatories represent that they are duly authorized to sign this Addendum on behalf of the parties.

GILA RIVER HEALTH CARE	**VENDOR NAME**
By: _____	By: _____
Scott Gemberling, MBA Printed Name	_____ Printed Name
Chief Executive Officer Title	_____ Title
Date: _____	Date: _____

P.O. Box 38 – Sacaton, Arizona 85147

ATTACHMENT F

If offered the contract award, [Company name] agrees to accept the minimum contracting requirements, and terms and conditions set forth in RFP 9-FY18-IT-001 Managed Print Services (RFP). Further, by signing this statement [Company name] is committed to signing the Tribal Addendum as presented in Attachment E to this RFP.

COMPANY NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

Tax I.D. Number_____

Phone Number_____

Email Address _____