

February 22, 2019

Request for Proposal

Tribal Health Department Building Improvements Project — GRHC EMS and Transportation Leased Space Areas

RFP Number:	1FY19-PDC-008
RFP Due Date/Time:	April 1, 2019 12:00 PM Arizona Time
Response Address:	Gila River Health Care Contracts & Grants Department Attn: Deborah Tinsley 483 West Seed Farm Road, Building 5 Sacaton, AZ 85174 Re: RFP#1FY19-PDC-008
Contact Information:	DTINSLEY@GRHC.ORG 602-528-1200 ext. 1419

**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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I.	THE GILA RIVER HEALTH CARE JOURNEY	3
II.	RFP PROCESS	3
III.	RFP COMMUNICATION	6
IV.	SCOPE OF WORK.....	6
V.	PROPOSAL REQUIREMENTS.....	7
VI.	EVALUATION GUIDELINES	10
VII.	GILA RIVER INDIAN COMMUNITY MINIMUM CONTRACTING STANDARDS.....	11
VIII.	GRHC TERMS AND CONDITIONS.....	13
IX.	GENERAL INFORMATION	15
X.	RESERVATIONS	15
XI.	ATTACHMENTS	16



GRHC.org
520.562.3321



483 West Seed Farm Rd,
Sacaton, AZ 85147

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. **Proposal Submission**

Proposals shall be addressed to:

Gila River Health Care
Contracts & Grants Department
Attn: Deborah Tinsley
483 West Seed Farm Road, Building 5
Sacaton, AZ 85247
Re: RFP#1FY19-PDC-008

Proposals shall be submitted by:
Date: April 1, 2019
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	2/22/19
Pre-Bid Conference (attendance mandatory) Location: Hu Hu Kam Memorial Hospital Building#2 483 W. Seed Farm Rd. Sacaton, AZ 85147	3/8/19 9:00 AM Arizona Time
Deadline for RFP Inquiries/Communication: Inquiries must be made in writing (via email) No inquiries will be addressed after this date	3/15/19 12:00 PM Arizona Time
Addendum Issued (if applicable): Final Addendum to RFP will be issued; no inquiries or communications will be allowed regarding questions about RFP	3/18/19
RFP Response Due Date Contracts and Grants Office –Bldg. 5 483 W. Seed Farm Rd. Sacaton AZ 85147	4/1/19 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. Proposal Preparation Instructions

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 "Tribal Health Department Building Improvements Project- GRHC EMS and Transportation Leased Space Areas", and six (6) copies (i.e., seven identical sets of documents).
 - Additionally, please email a soft copy of your proposal to DTINSLEY@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 Director of Contracts and Grants, Deborah Tinsley at DTINSLEY@GRHC.ORG. All requests must be submitted no later than March 15, 2019 **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 services of a General Contractor Firm to renovate the GRHC EMS and Transportation Leased Space Areas at the GRIC Tribal Health Department Building located at 433 W Seed Farm Rd, Sacaton, AZ 85147. Upon completion of contract requirements, the chosen contractor will furnish all labor, materials, and equipment necessary to complete the work outlined in Attachment A, GC Basic Scope of Work.

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 & Certifications

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 Health Care Tribal Language Addendum (Attachment F).
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.
5. Bidder must acknowledge being amenable to working with Planning, Design, and Construction to make sure that the appropriate person/people get registered into the ATG system.

Acknowledgements and Certifications must be part of the proposal.

B. 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 each 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.

C. Fee Proposal

1. Provide a clear and comprehensive price quote that individually lists, describes the basis for, and totals all of the anticipated costs.
2. List any additional, reimbursable expenses you expect to incur. If none, so state.

3. If project exceeds the preliminary anticipated scope and/or schedule, specify if/how firm will approach additional service consideration.

D. Timeline/Scheduling

Provide a timeline for delivery of services. Indicating weekly phases is sufficient; vendors are not expected to commit to specific dates. However, GRHC is interested in commencing this project immediately so upgraded facilities are made available to residents as soon as possible.

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 2 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).

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.



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- 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

<u>Vendor Proposal Evaluation</u>	<u>Points</u>
Proposed team	20
Proposed approach	15
Proposed timeline/schedule	10
Demonstrates familiarity with Gila River Indian Community and government institutional owner	5
Provides evidence of Native American ownership	5
Reference projects	15
Ability to execute the contract without exceptions or alterations	5
Provides complete and competitive pricing for the proposed project	20

Each Proposal will be evaluated on a 100 point system

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 IX. 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 GRHC'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. GC Basic Scope of Work.
- B. DPH Marked Up Floorplan.
- C. Indian Owned Economic Enterprise Qualification Statement.
- D. Gila River Indian Community Business License Application.
- E. Disclosure of Ownership-Control and Criminal Offenses Statement.
- F. Gila River Health Care Tribal Language Addendum.

ATTACHMENT A

GC Basic Scope of Work

Below is a basic scope of work as identified by the Project Owner for work needed at the GRIC Tribal Health Department Building. This scope of work is limited to the GRHC EMS and Transportation leased space areas only, total square footage - 13,000 SF. It should be noted that this list is not to be considered all-inclusive or comprehensive, and it remains the responsibility of the General Contractor to field verify actual site conditions and define the means, methods, and materials for successfully bidding and completing the remodel to Owner's requirements. Submittals, along with product data and samples, shall be required and approved by Owner prior to commencement of construction.

- Paint the entire GRHC EMS & Transportation leased areas of the building; all rooms, offices, break/kitchen areas, closets, showers, restrooms, all doorframes and paint ceiling grids.
- Replace all ceiling tiles throughout.
- Replace all carpeted areas and/or vinyl flooring throughout, including storage rooms. Clarifications: Existing vinyl plank common area corridor flooring to remain; it is not included in this scope of work.
- Replace all overhead lighting with new, more energy efficient 4100K Cool White system throughout.
- Replace damaged back door, frame and electronic access with new security/thicker steel type door.
- Demo & remove adjoining office wall (separating Dispatch and Manager's office) in Transportation area to make one larger single Dispatch office. Remove and close off second door currently used for accessing current Manager's office.
- Redo EMS restrooms (two) sanitary plumbing due to settling of existing plumbing and no longer being in correct pitch. Redecorate both restrooms.
- Laundry room: Paint, ceiling, grid, and flooring.
- Bunk room: New lockers (six now in place, increase to 8 gray lockers.)
- Replace all water damaged insulation in ceiling, remove all wet or moldy insulation, and replace (in EMS Conference & EMS Kitchen) at damaged ceiling tiles.

Attachment B_DPH Marked Up Floorplan

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

_____	_____	_____	_____
#	_____	_____	_____
_____	_____	_____	_____
#	_____	_____	_____

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:

- Date of Organization:
- 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:

- Date of Joint Venture Agreement:
- 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 D: GRIC BUSINESS LICENSE APPLICATION

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 misrepresentation

*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 incorporation.

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 Identification 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 headquarters, 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 important 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 limited 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
☐ Limited 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 ☐ Accrual

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 liability 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 representative 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 E

**GILA RIVER HEALTH CARE CORPORATION
OWNERSHIP AND CONTROL INTEREST DISCLOSURE FORM**

The federal regulations set forth in 42 CFR §455.100 - §455.106 require providers to disclose to the U.S. Department of Health and Human Services, the State Medicaid Agency, and to Managed Care Organizations that contract with a State Medicaid Agency: 1) the identity of all owners with a control interest of 5% or greater, 2) certain business transactions as described in 42 CFR §455.105 and 3) the identity of any excluded individual with an ownership or control interest in the provider entity or who is an agent or managing employee of the provider entity. Please attach a separate sheet, if necessary.

Completion and submission of this form is a condition of participation, and full and accurate disclosure of ownership and financial interest is required. A failure to submit the requested information will result in a refusal by Gila River Health Care (GRHC) to enter into an agreement or contract with the individual and/or entity or in the termination of any existing agreements.

Please answer all questions as of the current date. If additional space is needed please use an attached sheet. Federal statutes and regulations clearly prohibit GRHC from paying for items or services furnished, ordered or prescribed by excluded persons. GRHC is required to search the exclusions database not only by the name of an entity seeking to participate in the program, but also by the name of any owner or managing employee.

I. Identifying Information				
OWNER TYPE (check one) <i>(as shown on your W-9)</i> <div style="display: flex; justify-content: space-around; font-size: small;"> Individual/sole proprietor Corporation Partnership Trust/estate </div>			FEDERAL TAX ID/SSN <i>(as shown on your W-9)</i>	
ORGANIZATION NAME <i>(as shown on your W-9)</i>			MINORITY WOMEN OWNED BUSINESS ENTERPRISE (MWOBE):	
BUSINESS NAME – If different from above <i>(as shown on your W-9)</i>			GRHC CONTRACT NUMBER (if applicable)	
II. Ownership and Control Information				
List each individual (e.g. members of the board of directors or officer), organization, corporation, or entity that has direct or indirect ownership or controlling interest, separately or in combination, amounting to an ownership interest of 5% or more of the entity. Attach additional pages as necessary. If there are no individuals or entities with 5% of more ownership/control interest, complete for managing employee(s). All fields must be completed – please type or print legibly.				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS				
FIRST NAME	MIDDLE NAME	LAST NAME	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS				
List those persons with ownership or control interest that are related to each other (spouse, parent, child, or sibling)				
NAME	RELATIONSHIP	DOB		
Does any owner of the disclosing entity also have an ownership or controlling interest of 5% or more in any other entity?				
NAME AND TITLE			SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS			PERCENTAGE	
NAME AND TITLE			SSN <i>(personal, not business TIN)</i>	DOB

ADDRESS	PERCENTAGE
---------	------------

III. Subcontractor Information

List each person with an ownership or control interest in any subcontractor in which the disclosing entity has direct or indirect ownership of 5% or more. Attach additional pages as necessary.

NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	
NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	

IV. Criminal Offenses

List each individual (e.g. members of the board of directors or officer) who has ownership or control interest in the disclosing entity or is an agent or managing employee of the disclosing entity, and has been convicted of a criminal offense related to that person's involvement in any program under Medicare, Medicaid, or Title XVIII, XIX, or XX since the inception of those programs. Attach additional pages as necessary.

NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	
NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	

V. Suspension or Debarment

Have you, any of your employees, or any individual who has an ownership or controlling interest in the disclosing entity ever been placed on the federal Office of the Inspector General, Health and Human Services (OIG/HHS) exclusions list or otherwise been suspended or debarred from participation in Medicare, Medicaid, or Title XVIII, XIX, or XX services programs? If yes, list each person below. Attach additional pages as necessary. The current lists of excluded individuals can be found at: <http://exclusions.oig.hhs.gov/search.aspx> and <https://www.sam.gov/>.

NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	
NAME AND TITLE	SSN <i>(personal, not business TIN)</i>	DOB
ADDRESS	PERCENTAGE	

Whoever knowingly and willfully makes or causes to be made a false statement or representation of this statement, may be prosecuted under applicable federal or state laws. In addition, knowingly and willfully failing to fully and accurately disclose the information requested may result in denial of a request to participate or termination of an existing agreement or contract with GRHC. By my signature, I certify that the information provided within is true and correct, and I acknowledge that I fully understand the consequences as explained above.

Print Name (Authorized Signer)

Signature

Title of Authorized Signer

Date



ATTACHMENT F

P.O. Box 38 – Sacaton, Arizona 85147

ADDENDUM

To the

_____ Agreement

With

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. 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.
6. 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.
7. Period of Performance. Contractor shall perform the Services beginning on [contract award date], and ending when the items identified on the Scope of Services have been completed or [contract end date], whichever occurs first, unless GRHCC extends this Agreement in writing.
8. 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.
9. Termination of Agreement. GRHC may terminate this Agreement immediately, with no opportunity for Contractor to cure. If either party terminates this Agreement, GRHC 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.
10. 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.

11. 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.
12. 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.
13. 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). This Addendum shall be effective as of the same effective date(s) of the Agreement(s) as if included therein.
14. 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

CONTRACTOR’S 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 G

ACKNOWLEDGEMENTS & CERTIFICATIONS

If offered the contract award, [] agrees to accept the minimum contracting requirements, and terms and conditions set forth in RFP # 1FY19-PDC-008 Tribal Health Department Building Improvements Project- GRHC EMS and Transportation Leased Space Areas (RFP). Further, by signing this statement [] is committed to signing the Tribal Addendum (Attachment F), as presented in Attachments this RFP.

[] certifies that it is not involved in any type of litigation or other action that would prevent the organization from meeting any contract obligation with GRHC.

[] attests 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.

COMPANY NAME

By: _____

Printed Name: _____

Title: _____

Date: _____

Tax I.D. Number _____

Phone Number _____

Email Address _____