

August 19, 2019

Request for Proposal

Nurse Call Light System

RFP Number:	6-FY19-TCH-001
RFP Due Date/Time:	October 14, 2019 12:00 PM Arizona Time
Response Address:	Gila River Health Care Contracts & Grants Department Attn: SERRDA EASTERLING 483 West Seed Farm Road, Building 5 Sacaton, AZ 85174 Re: RFP# 6-FY19-TCH-001
Contact Information:	SEASTERLING@GRHC.ORG 602-528-1200 ext.1456

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

<i>Statement of Confidentiality</i>
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I. 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 1,900 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.

II. The Caring House

The Caring House (TCH) is a skilled nursing facility that provides specialized rehabilitative services. Resident care is distinguished by a unique commitment from staff to provide highly-skilled, culturally-competent, kind and compassionate, restorative nursing care while working with residents to optimize and reinforce their skill with functional activities.

The Caring House is a 100-bed facility with the following specialty care units:

- Unit A: Dementia/Alzheimer with 20 beds
- Unit B: Skilled Nursing with 15 beds and an additional 5-bed Hospice
- Units F & E: Long Term Care with 60-resident capacity
- Unit G: Adult Daycare

III. RFP Process

A. Proposal Submission

Proposals shall be addressed to:

Gila River Health Care
Contracts & Grants Department
Attn: Serrda Easterling
483 West Seed Farm Road, Building 5
Sacaton, AZ 85147

Re: RFP# 6-FY19-TCH-001 Nurse Call Light System

Proposals shall be submitted by:

Date: October, 14, 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	8/19/19
Pre-Bid Conference & Site Walk Through (Attendance in person or via Web-conference mandatory)* Location: The Caring House 338 South Ocotillo Sacaton, AZ 85147 *Web-conference details will be provided shortly.	9/17/19 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	9/23/19 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	9/30/19
RFP Response Due Date Contracts and Grants Office –Bldg. 5 483 W. Seed Farm Rd. Sacaton AZ 85147	10/14/19 12:00 PM Arizona Time
Short listed Firm Interview/Demo 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 "**RFP# 6-FY19-TCH-001 Nurse Call Light System**", and six (6) copies (i.e., seven identical sets of documents).
 - Additionally, please email a soft copy of your proposal to SEASTERLING@GRHC.ORG and to CONTRACTS@GRHC.ORG

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

Deliver proposal to Serrda Easterling at GRHC Life Center, Bldg. #5 at Hu Hu Kam Memorial 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 one hundred and twenty (120) 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.

IV. RFP Communication

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

All requests must be submitted no later than September 23, 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. Communication with anyone other than the procurement officer assigned to this RFP may invalidate the proposal and cause rejection of offer.

V.Scope of Work

GRHC has identified a need to procure a nurse call light system for implementation throughout its skilled nursing facility, The Caring House. 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.

VI.Proposal Requirements

Vendor Proposal

Proposals are limited to Bidders with existing comprehensive nurse call systems.

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 accepting and signing without exceptions the Gila River Health Care Tribal Language Addendum (Attachment E).
3. Bidders must acknowledge being amenable to accepting without exceptions the RFP Minimum Contracting Standards for incorporation into a final agreement if the bid is successful.
4. Bidders must acknowledge being amenable to accepting without exceptions GRHC's Reservations as stated in this solicitation.
5. Bidders must acknowledge being amenable to complying with TERO requirements (Attachment G).

Acknowledgements 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 of 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. Program Cost Proposal/Budget

1. Provide a fee proposal. The fee proposal should indicate the proposed delivery date. Fee proposal must include cost of software, implementation, installation, training, and maintenance for product.
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 The Caring House, including the following:
 - a. Software
 - b. Hardware
 - c. Installation, implementation, training
 - d. Annual maintenance and technical support.
 - e. All other costs to operate the system.
3. Proposed costs will include all that is required to own, operate, and maintain a nurse call system.
4. List any additional, reimbursable expenses you expect to incur. If none, so state.

D. Timeline. Provide a timeline for delivery of services. Indicating weekly phases is sufficient; vendors are not expected to commit to specific dates but are expected to adhere to their proposed timeline.

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 for 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.

J. Attest that the organization, the owner of the organization, and anyone having 5% or more controlling interest in the organization has not been excluded, debarred, or sanctioned in connection with any federal healthcare program.

VII. Evaluation Guidelines

<u>Vendor Proposal Evaluation</u>	<u>Points</u>
The system meets CMS Guidelines for current direct staff requirements.	20
The system has a mobile alert capability that is transportable with the residents.	10
The system has the ability to locate and pinpoint mobile residents 3 ft. to 4ft. within the building, as to their exact location.	10
The system has the capability to provide limited exterior perimeter alert coverage.	10
The system has the ability for two-way communication/speak to the nurse's station, as well as staff to staff communication.	10
The system tracks and produces reports of resident calls and nurses responses. The system can isolate data by resident, unit, date and time.	10
The system produces alerts through a mobile device, door light, and in a nurses station system. Door light display a white or different color to indicate a bathroom alert (red).	10

The system comes with staff training and ongoing support.	10
The system has a central monitoring station and Wi-Fi capability.	10
Applicant provides complete and competitive pricing for the proposed project.	20
Applicant demonstrates familiarity with Gila River Indian Community and government institutional owner.	5
Applicant provides evidence of Native American ownership.	5

Each Proposal will be evaluated on a 130 point system

A. Oral Presentation (if required)

After scoring and ranking of all proposals submitted, GRHC may decide to advance the highest ranking applicants to the next step of the selection process. Alternatively, GRHC may decide to further consider the highest rated proposals and invite each firm to make an oral presentation/demo (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 additional Pts.)

B. Final Selection

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

* See section XI. Reservations

VIII. 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.**

IX. 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, attended the mandatory pre-proposal conference and posted on the GRHC website under "How to do Business with GRHC". 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 or any change in coverage 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 and, Gila River Health Care, their Special Districts, their 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.

X. 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.

XI. 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.

XII. 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 Health Care Tribal Language Addendum.
- F. Signed Statement agreeing to minimum contracting requirements, terms and conditions, and Tribal Addendum.
- G. TERO Compliance Plan.

ATTACHMENT A

Project Requirements.

The successful Bidder will be responsible for hardware installation, data conversion, maintenance, and staff training in the use of the application. All data accessed under the contract with the successful Bidder must remain in the United States.

Current Technology Environment

- Rauland 4000
 - Ascom phone integration
 - Overhead lights
 - Nurses station to room speaker

IMPROVEMENTS/WANTS WITH NEW SYSTEM:

- The system should meet CMS Guidelines for current direct staff requirements.
- The system should have a mobile alert capability that is transportable with the residents.
 - A pendant or wristband is preferable.
 - Desired capabilities: water resistant, durable, long battery life.
- The system should have the ability to locate and pinpoint mobile residents within 3 ft. to 4ft. of perimeter on facility grounds, as to their exact location.
- There should be the possibility for limited exterior perimeter alert coverage.
- The system should produce alerts through a mobile device, door light, and in a nurses station system. Door light should display a red or different color to indicate a bathroom alert.
- The system should have the ability for two-way communication/speak to the nurse's station, and staff to staff communication
- The system should track and produce reports of resident calls and nurses responses.
- The system should have a central monitoring station and Wi-Fi capability.
- The system should have recharging and linking features.
- The Contractor should provide staff training and ongoing system support.

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

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
------	------

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 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 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



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, 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.

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: _____

Printed Name

Printed Name

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 _____



GILA RIVER INDIAN COMMUNITY
Tribal Employment Rights Office
INDIAN PREFERENCE/COMPLIANCE PLAN

Project & Location: _____ Date: _____
Sub-Contractor: _____
Address: _____
City: _____ State: _____ Zip Code: _____
Phone: _____ Cell: _____ Fax: _____ E-mail: _____
Project Manager: _____ Phone#: _____
Estimated Start Date: _____ Estimated Completion Date: _____

Employment opportunities to be made available prior to the approval of this Compliance Plan
NOTE: With the exception of the Core Crew, **ALL EMPLOYMENT OPPORTUNITIES WILL BE FILLED BY QUALIFIED NATIVE AMERICAN INDIANS, DEPENDING ON AVAILABILITY.**

***Core Crew Consists of ONLY Superintendents, Supervisors and Project Managers**

CORE CREW PERSONNEL ON PROJECT SITE

<u>Employee Name:</u>	<u>Classifications & Job Titles:</u>
1. _____	_____
2. _____	_____
3. _____	_____
4. _____	_____
5. _____	_____

Available Employment Positions for TERO Clients:

Skilled (Journeyman, Craftsmen)

Semi-Skilled (Apprentice)

Trainees (Training Programs)

Labor

Number of Positions:

TOTAL EMPLOYMENT OPPORTUNITIES: _____

CERTIFICATION

This is to certify that (Company Name) _____ will make every effort to comply with hiring and training of Native American Indians with the above Compliance Plan in regard to GRIC Title 12 Ordinance, (Project Name) _____ while working with all employers in the community. I am in receipt of the Title 12 Ordinance GR-02-09, as it may be amended by the Council from time to time.

Dated this _____ day of _____ 20__.

Company Official Signature

Tribal Employment Rights Director or Designee

Printed Name & Title (VP or higher)

Date



GILA RIVER INDIAN COMMUNITY
Tribal Employment Rights Office
Sub-Contractors Information List
PLEASE RETURN ALL PAGES

Project & Location: _____ Approximate Start Date: _____
General Contractor: _____ Contact Person: _____
Address: _____ City: _____ State: _____ Zip Code: _____
Phone #: _____ Cell: _____ Fax #: _____ Email: _____

Please list Sub of a Sub-Contractor, whether Union or Non-Union, which will be conducting business in agreement with your company, within the Gila River Indian Community boundaries:

SUB-CONTRACTOR

Sub-Contractor: _____ Contact Person: _____
Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____ Cellular #: _____
Fax #: _____ Email: _____ Start Date: _____
What type of work/services Sub-Contracted for: _____

OTHER SUB-CONTRACTORS:

Sub-Contractor: _____ Contact Person: _____
Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____ Cellular #: _____
Fax #: _____ Email: _____ Start Date: _____
What type of work/services Sub-Contracted for: _____

OTHER SUB-CONTRACTORS:

Sub-Contractor: _____ Contact Person: _____
Address: _____ City: _____
State: _____ Zip Code: _____ Phone #: _____ Cellular #: _____
Fax #: _____ Email: _____ Start Date: _____
What type of work/services Sub-Contracted for: _____

NOTICE

General Contractors, it is your responsibility to make sure all of your Sub-Contractors are subject to adhere to all rules and regulations set forth by the Gila River Indian Community (GRIC), Tribal Employment Rights Office (TERO), in regard to GRIC Title 12 – Labor and Employment Ordinance.



GILA RIVER INDIAN COMMUNITY
Tribal Employment Rights Office
Employer Request Form

Project & Location: _____ **Date:** _____
Sub-Contractor: _____
Address: _____
City: _____ **State:** _____ **Zip Code:** _____
Office Phone: _____ **Cell:** _____ **Fax #:** _____
Contact Phone: _____ **Phone Number:** _____ **Email:** _____

EMPLOYMENT POSITION

Employment Position: _____ **Number of Positions:** _____
Estimated Start Date: _____ **Estimated Completion Date:** _____

QUALIFICATION FOR EMPLOYMENT POSITION

List All Qualifications: _____

SALARY PER HOUR AND PAYROLL SCHEDULE

Employee will be paid:
\$ _____ Per Hour _____ Salary Amount Depending on Experience
Employee will receive a payroll check for the amount of hours worked:
_____ Daily _____ Weekly _____ Bi-Weekly

TIME, DATE, & LOCATION TO REPORT

Application process: _____
Report Time: _____ A.M./P.M. **Report Date:** _____
Reporting Address: _____
City: _____ **Phone #:** _____
Contact Person: _____ **Title:** _____
Special Instructions: _____



GILA RIVER INDIAN COMMUNITY
Tribal Employment Rights Office
Project Employee List
PLEASE SUBMIT ON A WEEKLY BASIS

Project: _____ Week Ending: _____

Sub-Contractor: _____

Business Address: _____ City: _____

State: _____ Zip Code: _____ Email: _____

Phone #: _____ Cellular#: _____ Fax#: _____

Contact Person: _____ Phone Number: _____

Employee Name	Trade or Title	Wage	American Indian	Non- Indian	Lay-Off Date	Termination Date
1.						
2.						
3.						
4.						
5.						
6.						
7.						
8.						
9.						
10.						
11.						
12.						
13.						
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20.						
21.						
22.						
23.						



**GILA RIVER INDIAN COMMUNITY
Tribal Employment Rights Office
Compliance Officer Evaluation**

CLOSE OUT FORM

Project: _____ Date: _____
 Company: _____ Phone: _____
 Superintendent: _____ Phone: _____
 Date of Completion: _____

Have all Project Employee Lists been submitted and does the contractor have a current business license on file?
☐ Yes ☐ No If no, when will PEL's and/or current business license be submitted to the TERO office?

How would you rate the working relationship with your assigned compliance officer?

☐ Poor ☐ Fair ☐ Good ☐ Excellent Additional Comments: _____

What obstacles did your company experience while working on this project? _____

Contractors Signature: _____ Date: _____

TERO OFFICE USE ONLY

Did this Company comply with Title 12 and Indian Preference hiring?

☐ Yes ☐ No If no, why not? _____

Would you recommend this contractor for future projects?

☐ Yes ☐ No Why? _____

Comments by Compliance Officer: _____

Compliance Officer Signature: _____ Date: _____

Directors/Supervisor/Designee Signature: _____ Date: _____



GILA RIVER INDIAN COMMUNITY

TRIBAL EMPLOYMENT RIGHTS OFFICE

TERO

TERO Compliance Plan Instructions

Attached is a copy of the TERO subcontractors' compliance plan. Complete pages 1-3. Fill out page 4 when you begin work at the project site and email it back to me on a weekly basis. Email back pages 1-3 along with a copy of your Gila River Indian Community (GRIC) business license. I can then initiate the compliance plan approval process as expeditiously as possible once I receive it.

GRIC TERO INDIAN PREFERENCE PLAN

PAGE 1

Fill out page 1 thoroughly. Do your best *Estimated Start and Completion Dates* even though you may not know the actual dates yet. Under the **CORE CREW PERSONNEL ON PROJECT SITE** section, list only those key personnel who are actually core employee's of your company who will actually be working at the site (a "key employee" means an employee who is in a top management and/or supervisory position who performs a critical or highly specialized function such that an employer would likely risk financial damage or suffer loss if that task were assigned to a person unknown to the employer).

After listing your Core Crew Personnel on page 1, list all other positions you will be using on the GRIC Project Site under **Available Employment Positions for TERO Clients**: Skilled (Journeyman, Craftspeople); Semi-Skilled (Apprentice); Trainees (Training Programs); Labor. (Even if you have these positions filled with your own employees they are still available for TERO Clients if we have qualified Tribal or other American Indians listed in our job skills data bank who meet or exceed the minimum job requirements listed on your Employer Request Form.)

This list should be reflected on page 3, the **Employer Request Form**. On page 3, list all the categories' (i.e. Skilled, Labor) from page 1 and the number of positions needed for each category on a separate **Employer Request Form**. Fill out each individual **Employer Request Form** completely.

On page 1, total the numbers of **Available Employment Positions for TERO Clients** in the **TOTAL EMPLOYMENT OPPORTUNITIES** line, sign and date.

PAGE 2

Fill out the top portion of page 2 with the General Contractor's information only. Fill in the first **SUB-CONTRACTOR** box with your company's information. Fill in the other **SUB-CONTRACTOR** boxes with any sub-contractor's you will be using on the project.

PAGE 3

Employer Request Form

Fill out page 3 thoroughly. Fill in the top portion of page 3 with your company's information. In the first box, the **EMPLOYMENT POSITION**, fill in what the position is, the number of positions needed. Do you need a journeyman plumber or just a top soil plumber? Do you a journeyman ironworker or a Rodbuster? Be sure to fill in the *Estimated Start and Completion Dates*.

In the second box, **QUALIFICATION FOR EMPLOYMENT POSITION**, list the qualifications for the above employment position. If you need two Water Truck Drivers you can stipulate if you want them to have CDL's or just experience driving a water truck. If you want them to have CDL's for driving water trucks the request has to be appropriate for the work they will be doing. Is this a legitimate requirement? You would not request a journeyman ironworker for a job rod-busting. Any laborer can be trained to rod-bust. If you do have such a requirement then a site visit may be required to see what kind of work the TERO Client will actually be doing.

In the third box, the **SALARY PER HOUR AND PAYROLL SCHEDULE**, fill in the wage per hour. If you are using DOE then list the high and low range for the hourly rate. Check when the employee will receive their payroll check. If the contract is governed by Davis-Bacon wages then make the appropriate adjustments.

Fill out the last box, **TIME, DATE, & LOCATION TO REPORT**, completely. (Attach your company's appropriate job description for each position). TERO will scan and email the application along with a GRIC TERO *Job Referral Form*. Make sure you fill out the bottom of the form and email the *Job Referral Form* to the assigned TERO compliance officer as soon as possible. TERO documents the clients date of hire, date laid off, date quit and date terminated.

PAGE 4

Project Employee List

PLEASE SUBMIT ON A WEEKLY BASIS: The Project Employee List (PEL) must be submitted weekly. TERO Personnel cannot accept late or batched (more than one week) PEL's. If you are late on a PEL you will be issued an official signed Notification of Non-Compliance stating where the violation is under THE GILA RIVER INDIAN COMMUNITY (GRIC), LABOR AND EMPLOYMENT ORDINANCE – TITLE 12.

You then have the option of contacting your general contractor's assigned representative to set up an appointment with your assigned TERO Compliance Officer, the TERO Supervisor and the general contractor's representatives. If you elect not to contact your general's representative, the next level in the process is to have the Director sign off on the notification. Once the Director signs off on the notification the issue is no longer in control of the TERO Compliance

Officer or the TERO Supervisor. The Director will investigate and submit their findings up to the next level of GRIC management which may or may not include the tribal court system.

Fines are calculated at \$500 per/day, per/violation, beginning with the day after the violation occurred up to the day the fine is paid in full or resolved in the tribal court system. Fines continue to accrue until all issues are resolved.