



September 17, 2024

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# Request for Proposal

## Gila River Health Care Website & Gila River People Foundation Microsite Design & Build Project

|                             |   |
|-----------------------------|---|
| <b>RFP Number:</b>          | <b>9-FY- PR&amp;M-02</b>  |
| <b>RFP Due Date/Time:</b>   | <b>October 11, 2024 5:00 PM Arizona Time</b>  |
| <b>Response Address:</b>    | <a href="mailto:CONTRACTS@GRHC.ORG">CONTRACTS@ GRHC.ORG</a><br><a href="mailto:ANNASELF@GRHC.ORG">ANNASELF@GRHC.ORG</a><br><b>Re: RFP#9-FY- PR&amp;M-01</b> |
| <b>Contact Information:</b> | <a href="mailto:ANNASELF@GRHC.ORG">ANNASELF@GRHC.ORG</a><br><a href="mailto:CKALER@GRHC.ORG">CKALER@GRHC.ORG</a><br><b>602-528-1200 ext.1549</b>            |

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***

This document and all of its attachments are confidential materials developed by Gila River Health Care. Gila River Health Care designs this document for direct distribution. Distribution or reprinting of this material is prohibited without the express written permission of Gila River Health Care.



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## TABLE OF CONTENTS

|       |   |    |
|-------|---|----|
| I.    | THE GILA RIVER HEALTH CARE JOURNEY .....                        | 3  |
| II.   | RFP PROCESS .....   | 4  |
| III.  | RFP COMMUNICATION .....   | 6  |
| IV.   | SCOPE OF WORK .....   | 7  |
| 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 .....  | 16 |
| XI.   | ATTACHMENTS .....   | 17 |



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## I. The Gila River Health Care Journey

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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.

Gila River People Foundation has been legally established and has received its Arizona tradename registration. Additional IRS approvals are in process.

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## II. RFP Process

### A. Proposal Submission

Proposals shall be emailed to:

[CONTRACTS@GRHC.ORG](mailto:CONTRACTS@GRHC.ORG)

[ANNASELF@GRHC.ORG](mailto:ANNASELF@GRHC.ORG)

**Re: RFP#9-FY- PR&M-02**

Proposals shall be submitted by:

Date: October 11, 2024

Time: 5:00 PM Arizona Time

### B. Schedule of Events

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

|   |                            |
|---|----------------------------|
| <b>RFP Issue Date</b>   | 9/17/2024                  |
| <b>Pre-Bid Conference (attendance optional)</b>   |                            |
| <b>WebEx:</b>   | 9/19/2024                  |
| Meeting link<br><a href="https://grhc.webex.com/grhc/j.php?MTID=mec3ac4b4fc3f6453d28e93af7a142d26">https://grhc.webex.com/grhc/j.php?MTID=mec3ac4b4fc3f6453d28e93af7a142d26</a> | 8:00 AM<br>Arizona<br>Time |
| Meeting number<br>2631 884 4442   |                            |
| Meeting password<br>hPSKi9BE7J5   |                            |
| Host key<br>385066  |                            |



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|  |   |
|--|---|
| <p>Join by video system<br/><a href="mailto:2631884442@grhc.webex.com">2631884442@grhc.webex.com</a></p> <p>Join by phone<br/>US Toll<br/>+1-415-655-0002</p> <p>Access code<br/>26318844442</p> <p>Global call-in numbers<br/><a href="https://grhc.webex.com/grhc/globalcallin.php?MTID=m8d442f47226dec22491b94000c7e8f31">https://grhc.webex.com/grhc/globalcallin.php?MTID=m8d442f47226dec22491b94000c7e8f31</a></p> |   |
| <p><b>Deadline for RFP Inquiries/Communication:</b><br/>Inquiries must be made in writing (via email) No inquiries will be addressed after this date</p>   | <p>9/24/2024<br/><br/>5:00 PM<br/>Arizona<br/>Time</p>                                    |
| <p><b>Addendum Issued (if applicable):</b><br/>Final Addendum to RFP will be issued; no inquiries or communications will be allowed regarding questions about RFP</p>  | <p>9/25/2024</p>  |
| <p><b>RFP Response Due Date</b><br/>Contracts and Grants Office –Bldg. 5<br/>483 W. Seed Farm Rd. Sacaton AZ 85147</p>   | <p>10/11/2024<br/><br/>5:00 PM<br/>Arizona<br/>Time</p>                                   |
| <p><b>Short listed Firm Interview Confirmation (if applicable):</b></p>  | <p>Upon<br/>Selection</p>   |
| <p><b>Recommendations and Approval</b></p>   | <p>Upon<br/>approval of<br/>the<br/>Evaluation<br/>Committee's<br/>contract<br/>award</p> |



|                          |   |   |
|--------------------------|---|---|
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|--------------------------|---|---|

|  |                |
|--|----------------|
|  | recommendation |
|--|----------------|

**C. Proposal Format**

- ❖ Minimum text size is 10 point.
- ❖ Pagination is required (format is page x of xx).
- ❖ Table of contents is required.

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

- ❖ **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.**

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## III. RFP Communication

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Prospective vendors may make written inquiries via email and/or hard copy to the GRHC Grants Manager, Anna Self, at [ANNASELF@GRHC.ORG](mailto:ANNASELF@GRHC.ORG). Contact also may be made with Callista Kaler at [CKALER@GRHC.ORG](mailto:CKALER@GRHC.ORG) if Anna is not available.

All requests must be submitted no later than September 24, 2024 **5:00 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.

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## IV. Scope of Work

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GRHC has identified a need to procure services from a qualified vendor to develop Gila River Health Care Website & Gila River People Foundation Microsite Design & Build Project. Upon completion of contract requirements, the chosen contractor will furnish all labor, materials, and equipment necessary to complete the work outlined in Attachment A, Scope of Work.

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## V. Proposal Requirements

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### **Vendor Proposal**

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

#### **A. Acknowledgements**

1. Applicant must acknowledge receipt of amendments and/or addendums to this solicitation, if applicable.
2. Applicant must acknowledge being amenable to accepting and signing without exceptions the Gila River Healthcare Tribal Language Addendum (Attachment B).
3. Applicant must acknowledge being amenable to accepting without exceptions Gila River Indian Community Minimum Contracting Standards for incorporation into a final agreement if the bid is successful.
4. Applicant must acknowledge being amenable to accepting without exceptions GRHC Terms and Conditions and Reservations as stated in this solicitation.

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 the 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.
2. Provide a clear, itemized, 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 department.
3. 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. However, GRHC expects the project to be completed within three (3) months from project start date.

**E. Resumes**

Provide the following:

1. Program Staff/Team – Please list each of the individuals that would be assigned to this program/project, with the role they are scheduled to perform, 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 listing GRHC as additional insured and certificate holder.**
- 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. These individuals and winning company will be processed through the OIG and SAM database ensuring they are not excluded from participating in any Medicare/Medicaid funded programs.**

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## VI. Evaluation Guidelines

**Each Proposal will be evaluated on a 100 point system**

### A. Oral Presentation (if required)

| <u>Vendor Proposal Evaluation</u>  | <u>Points</u> |
|--|---------------|
| Meets minimum vendor qualifications and demonstrates successful healthcare experience in similar projects (Sections V. B & E).       | 20            |
| Presents evidence of projects previously competed for GRHC or other Native American projects or any local healthcare (Section V. B). | 20            |
| Provides evidence of Native American ownership.  | 5             |
| Provides complete and competitive pricing for the proposed project. Presents costs savings potential ideas (Section V. C).           | 25            |
| Provides an acceptable timeline and a potential start date (Section V. D).   | 15            |
| Signed the Acknowledgement Statement (Attachment D) and provided the acknowledgments listed in Section V. A of the RFP.              | 15            |

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

## B. Final Selection

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

\* See section X. Reservations

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# VII. Gila River Indian Community Minimum Contracting Standards

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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 (aka "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.**

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## VIII. GRHC Terms and Conditions

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- **Claims Against GRHC**

Each applicant by responding to this RFP, waives any claim, liability or expense whatsoever against GRHC and its respective officers, employees, and agents by reason of any or all of the following: any aspect of this RFP, the selection process or any part thereof, any informalities or defects in the selection process, the failure to enter into any agreement, any statements, representations, acts or omissions of GRHC, the exercise of any discretion set forth or concerning any of the foregoing, and any other matters arising out of all or any of the foregoing.

- **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".
- **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.

- **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.

**Bidders are notified by this statement that all terms and conditions will become part of any contracts(s) or orders(s) awarded as a request for proposal whether stated in part in summary or by reference. In the event a vendor's terms and conditions conflict with GRHC, the GRHC terms and conditions shall prevail.**

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## IX. General Information

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- 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.

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## X. Reservations

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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 or 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.





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## XI. Attachments

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- A. Scope of Work
- B. Tribal Addendum
- C. Bidder Integrity Clause.
- D. Acknowledgement Statement.
- E. Disclosure of Ownership-Control and Criminal Offenses Statement.
- F. Gila River Indian Community Business License Application.

Attachment A  
Scope of Work

Gila River Health Care Website & Gila River People Foundation  
Microsite Design & Build Project (8/23/24)

The purpose of this Request for Proposals (RFP) is to solicit proposals from qualified vendors for the design, development, and implementation of a new corporate website for Gila River Health Care and microsite for the Gila River People Foundation. The website and microsite should enhance our online presence, provide an exceptional user experience (for both patients, potential employees & vendors), and support our mission of delivering high-quality healthcare services to Native Americans from federally recognized tribal communities.

**PROJECT OBJECTIVES:**

- Design a user-friendly, accessible, and visually appealing website and microsite that reflects our brand and values.
- Develop a responsive website that works seamlessly across all devices (desktop, tablet, mobile).
- Improve navigation and user experience to facilitate easy access to information and services.
- Integrate necessary functionalities such as patient portals, appointment scheduling, service information, and contact details.
- Ensure compliance with healthcare industry regulations and standards, including HIPAA and ADA.
- Employee portal/intranet access

**SCOPE OF SERVICES:** The selected vendor will be responsible for the following tasks:

**Discovery and Planning:**

- Assist GRHC Marketing Team with conducting stakeholder interviews to gather requirements and understand the goals of the new website.
- Perform a competitive analysis of healthcare industry websites.
- Develop a comprehensive project plan, including timelines, milestones, and deliverables.

**Design:**

- Create wireframes and prototypes for the website and microsite layout and structure.
- Develop a design that is:
  - Consistent with Gila River Health Care's branding guidelines and new corporate brand messaging
  - Compelling and culturally relevant content
- Provide multiple design concepts and iterate based on feedback.

**Development:**

- Build the website using a modern, scalable, and secure content management system (CMS).
- Implement responsive design techniques to ensure compatibility with various devices and browsers.
- Integrate third-party tools and services as required (e.g., patient portals, appointment systems, career portal, MD Staff portal, access to employee intranet & analytics reporting).

**Content Migration:**

- Assist with the migration of existing refreshed brand content from the current website to the new platform.
- Optimize content for search engine visibility (SEO) and user engagement.

**Testing and Quality Assurance:**

- Conduct comprehensive testing to ensure the website functions correctly and meets all requirements.
- Perform usability testing with end-users to gather feedback and make necessary adjustments.
- Ensure the website is compliant with web accessibility standards (WCAG 2.1).

**Training and Documentation:**

- Provide training to Gila River Health Care's staff on how to use and maintain the website.
- Deliver comprehensive documentation, including user manuals and technical specifications.

**Launch and Post-Launch Support:**

Attachment A  
Scope of Work

Gila River Health Care Website & Gila River People Foundation  
Microsite Design & Build Project (8/23/24)

- Coordinate the launch of the new website, ensuring minimal disruption to services.
- Provide post-launch support for a specified period to address any issues and ensure the website's stability.



## ATTACHMENT B

P.O. Box 38 – Sacaton, Arizona 85147

### ADDENDUM

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](http://www.gilariver.org/images/stories/bl_application.pdf) for application and instructions]. It is the responsibility of the Contractor to apply and renew on an annual basis its GRIC Business License and submit a copy to GRHC at [Contracts@GRHC.org](mailto:Contracts@GRHC.org) or via mail to:  
Gila River Health Care Corporation  
P.O. Box 38  
Sacaton, Arizona 85147-0038  
**Attention: Contract Administration**
7. Period of Performance. Contractor shall perform the Services beginning on XXXXXX, and will be effective for a period of twelve (12) months, thereafter it will auto renew for 12 months consecutively, unless a thirty (30) day notice of non-renewal is provided by either party.
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 and with a current A.M Best Rating of A:VII or better. Contractor shall provide to GRHCC certificates of proof of the insurance coverage required herein. GRHCC must be named on the Certificate of Insurance as a Certificate Holder. The certificate of insurance shall be submitted to:  
GRHCC Contracts Administration  
Gila River Health Care Corporation  
P.O. Box 38  
Sacaton, Az. 85147

All Insurance policies, except Worker’s Compensation and Professional Liability, shall be endorsed to name Gila River Health Care as additional insured.

If any insurance policies are written on a “claims made” basis, coverage shall extend for five years past expiration of any work performed on this contract. The insurance policies shall be primary. The following coverage is required:

8.1. Commercial General Liability insurance with a limit of not less than \$1,000,000 per occurrence for bodily injury, property damage, personal injury, products, and completed operations, \$3,000,000 aggregate.

8.2 Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to each party's owned, hired, and non-owned vehicles:

8.3 Professional Liability insurance covering acts, errors, mistakes, and omissions arising out of the work or services performed under this contract, or any person employed by the contractor, with a limit of not less than \$1,000,000 each claim; and

8.4 Workers' Compensation insurance with limits statutorily required by any Federal or state law and Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

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).

14. Invoices. Send all invoices to GRHC Accounts Payable at [APVendor@grhc.org](mailto: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**

**XXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXXX**

By: \_\_\_\_\_

By: \_\_\_\_\_

Anthony Santiago, MD  
Printed Name

\_\_\_\_\_  
Printed Name

Chief Executive Officer  
Title

\_\_\_\_\_  
Title

Date: \_\_\_\_\_

Date: \_\_\_\_\_



**P.O. Box 38 – Sacaton, Arizona 85147**

Bidder Integrity Clause:

Contractor acknowledges and agrees that all pricing terms addressed during the course of a Request for Proposal (RFP) and as reflected in the final Contract were material to the selection of Contractor and to the award of the Contract. While the Contract contemplates certain changes, it is understood and agreed, that the Contractor's ability to increase the Contract Price or extend the completion date, whether through change order or otherwise, must be based on a showing of good cause and subject to GRHC's right to a good cause review. Good cause for purposes of this bidder integrity clause shall be limited to circumstances that are (1) beyond the reasonable control of Contractor, and (2) that could not have been reasonably anticipated during the RFP and/or contracting process. In the event of a disagreement regarding good cause, the parties agree that no price increase shall be assessed, or completion date extended, until good cause is confirmed by a third party agreed to by the parties. In the absence of an agreement to a third party for review of good cause, factors for and against the existence of good cause may be submitted for final review and determination to the Gila River Indian Community Court. All contract performance shall proceed during the course of a good cause review under the then current contract terms and conditions to prevent further delay or damages to either party. This bidder integrity clause shall control in the event of a conflict between this clause and other provisions of the Contract to the contrary.





**P.O. Box 38 – Sacaton, Arizona 85147**

**ATTACHMENT D**

**ACKNOWLEDGEMENT STATEMENT**

If offered the contract award, the company named below agrees to accept Gila River Indian Community Minimum Contracting Standards, GRHC Terms and Conditions, and Reservations set forth in RFP#9-FY- PR&M-01 Hu Hu Kam Memorial Hospital Red Band Area (RFP). Further, the company listed below agrees to comply with all TERO requirements referenced in this solicitation. Lastly, by signing this statement, the authorized signatory is committed to signing without exceptions the Tribal Addendum (Attachment B).

\_\_\_\_\_  
**COMPANY NAME**

By: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Tax I.D. Number \_\_\_\_\_

Phone Number \_\_\_\_\_

Email Address \_\_\_\_\_

**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.

| <b>I. Identifying Information</b>  |              |           |   |     |
|--|--------------|-----------|---|-----|
| OWNER TYPE (check one) <i>(as shown on your W-9)</i><br>Individual/sole proprietor    Corporation    Partnership    Trust/estate   |              |           | 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)              |     |
| <b>II. Ownership and Control Information</b>   |              |           |   |     |
| <b>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.</b> |              |           |   |     |
| 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  |              |           |   |     |
| <b>List those persons with ownership or control interest that are related to each other (spouse, parent, child, or sibling)</b>  |              |           |   |     |
| NAME   | RELATIONSHIP |           | DOB   |     |
|  |              |           |   |     |
|  |              |           |   |     |
| <b>Does any owner of the disclosing entity also have an ownership or controlling interest of 5% or more in any other entity?</b>   |              |           |   |     |
| 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

Gila River Indian Community Business License Application



\*PLEASE PRINT\*

I. Type of Application Type of License

- Application types: New, Change, Renewal, Update. License types: Annual License - Non-Member, Annual License - GRIC Enrolled Member, Special Event.

II. Type of Ownership

- Ownership types: Individual, Partnership (General, Limited, LLC), Limited Liability Company, Association, Not for Profit Organization, Corporation (C Corp, Sub S).

III. Business Information

- Business details: 1) Legal Business Name, 2) Employer ID Number, 3) Business Name or DBA Name, 4) Contact Name, 5) Email Address, 6) Business Address, 7) Mailing Address, 8) In Care of or Attn, 9) Business Phone Number, 10) Is your Business Located on the Gila River Indian Community (GRIC)?, 11) Detailed description of business activity.

12) Location of business activity and/or Event Name occurring on GRIC

13) Date business started on GRIC 14) Date Sales Began on GRIC 15) Estimated Gross Sales

16) Filing Method [ ] Cash [ ] Accrual

17) Do you have a previous GRIC Business License? [ ] Yes [ ] No if yes, license #

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

Table with 6 columns: Name (Last, First, M.I.), SSN, Title, % owned, Residential Address, Phone Number

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

Name (Last, First, M.I.)

Title (if applicable)

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**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 \_\_\_\_\_

**VIII. Consent to Liability (initials required)**

You will receive a copy of Title 13 of the GRIC Code with your license. This is an acknowledgement that you are responsible for reading Title 13, and consent to the liability for and payment of all taxes imposed by it, and as it may be amended by the 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 corporation 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. I understand that giving false information could result in disapproval and/or revocation of my business license.**

Type or Print Name

Title

Signature

Date

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

# GILA RIVER INDIAN COMMUNITY BUSINESS LICENSE INFORMATION

## POINT OF CONTACT

### **Crystal Downs**

Business License & Taxation Ordinance Officer

**(520)562-9558**

[Crystal.Downs.RIA@gric.nsn.us](mailto:Crystal.Downs.RIA@gric.nsn.us)

[GRICBusinessLicense@gric.nsn.us](mailto:GRICBusinessLicense@gric.nsn.us)

## BUSINESS LICENSE APPLICATION

You may download a copy of the application at:

[www.gilariver.org](http://www.gilariver.org)

- Place the mouse on the **Opportunities** tab and a dropdown will appear, click on **Business Lic. /Tax Forms**
- Scroll down and click on **Forms for Download**
- Click on **Business License Application** (the form is fillable online, but must be printed out)

**When applying for a business license you have 3 options:**

**NOTE: The business license process may take up to 7 business days.**

1. Mail in the application with a check or money order

### **Mailing address:**

Gila River Indian Community  
Internal Audit  
PO Box 326  
Sacaton, AZ 85147

2. Come into the office

**NOTE: Payment options include check or money order (made out to Gila River Indian Community), cash, or card (not American Express). The business license will not be processed the same day.**

### **Physical Address:**

525 W. Gu u Ki  
Sacaton, AZ 5147

### **Directions:**

- I-10 East to Exit 175, Casa Blanca Road
- Turn left over frwy, then right onto Casablanca Road
- Continue for approximately 5 miles until you see a paved road, Blue Bird Rd on right hand side
- Turn Right on Blue Bird
- Turn left onto North Access Road
- Turn right into GRIC Governance Building
- Enter the building, sign in at the security desk, and ask for Internal Audit

**NOTE: When using a GPS application, it is best to search "Kowee Coffee", zip code 85147. Using this gives better direction than typing in the address.**

3. Pay-By-Phone steps are as follows:

**NOTE: The receipt does not validate your license. After making a payment be sure to forward the receipt for processing.**

- Email the application to [GRICBusinessLicense@gric.nsn.us](mailto:GRICBusinessLicense@gric.nsn.us) (application will be reviewed then followed with payment instructions)
- A receipt will be emailed to you after you make the payment. Please forward the receipt to [GRICBusinessLicense@gric.nsn.us](mailto:GRICBusinessLicense@gric.nsn.us)
- The license will be processed and a copy will be emailed to you once it has been approved. The hard copy will be mailed out.

### **CERTIFICATE OF INSURANCE (COI)**

**NOTE: All that must submit a COI include: construction companies, contractors, repair services, or installation services.**

**Please include a Certificate of Insurance with Gila River Indian Community listed as additional insured. The information is as follows:**

Gila River Indian Community  
PO Box 2160  
Sacaton, AZ 85147

### **FOOD VENDORS**

**NOTE: All vendors selling food must obtain a permit from the **Environmental Health Services Department** prior to obtaining a business license.**

Phone #: (520)562-5100

Email: [EHSHelpDesk@gric.nsn.us](mailto:EHSHelpDesk@gric.nsn.us)

### **ADDITIONAL INFORMATION**

- Please complete **ALL** sections of the business license application.
- If you wish to receive a copy of the business license via email, please include a note stating that request, along with an email address.
- Under section III, #12 (location of business activity), please include the name of the exact location you will be working at (i.e. building name, cross streets, or job site). If you will have more than one job within the Gila River Indian Community, you may state "Community wide". **For a special event business license, please state the name of the event on this section.**
- All checks and money orders need to be made out to Gila River Indian Community.
- Please inform us of any changes. Changes may be sent by email, phone, in person, or by mail.
- Business license renewal forms will be mailed out 2 months before the expiration month.
- Please **initial** Section VIII!

**PLEASE HAVE YOUR BUSINESS LICENSE ON HAND AND POSTED AT ALL TIMES**