

**REQUEST FOR QUOTE
October 7th, 2018**



450 W Paseo Redondo #2
Tucson, AZ, 85701

**FURNITURE, FIXTURES, EQUIPMENT AND BOXED GOODS
MOVING CONTRACTOR SERVICES
EL RIO CLINIC, SPECIAL IMMUNOLOGY ASSOCIATES
1701 W ST. MARY'S, TUCSON, AZ**

Quote Deadline:	October 19 th , 2018	Time: 4:00 PM
Offerors Meeting: (Required)	September 28 th , 2018	Time: 8:00 AM
Site Visit: (Required)	October 1 st , 2018	Time:
El Rio Facilities Manager	Jimmy McIntyre 450 W. Paseo Redondo, Bldg. #2 Tucson, AZ 85701 (520) 310-3266 jamesm@ElRio.org	

SUMMARY OF PROJECT

El Rio Health (El Rio) is soliciting offers from licensed moving contractors to furnish, provide and perform the moving services as described and identified within this Request for Quote (RFQ) solicitation. Please read carefully all instructions, specifications, terms and conditions. Failure to comply with the instructions of this request may result in your response being declared unacceptable or any resulting contract being voided. Address each section by item in your response.

SECTION A. SCOPE OF WORK

- I. This project is moving building contents from 1701 W St. Mary's to 1230 S. Cherrybell Stravenue in Tucson, Arizona.
- II. The scope of work, upon which your firm is invited to submit a quote, includes the labor, packing goods and some specialized equipment required to perform the moving tasks.
- III. The move will be done after hours and on weekends.
- IV. There may be times of extended patient care hours or late running healthcare service delivery that will require the moving team to accommodate El Rio staff and patients in the building with "limited" disruption to the delivery of medical or administrative services.
- V. Security officers are provided by El Rio and will be on site during all operations. The El Rio Security Department is responsible for securing the building at the end of work.
- VI. The contents of the St. Mary's building is spread over three separate clinic areas covering a total of approximately 15,000 sqft, which houses several healthcare clinics, a pharmacy, a medical records unit, small laboratory and administrative offices all on one floor. The 22nd St building is two floors with a service elevator.
- VII. The move will be scheduled over a weekend, and through the next week after work hours as needed. The dates are yet to be determined but will be at or around the final week of December 2018.
- VIII. As part of the project, the contractor will provide the following:
 - a. A full professional team for the performance of the services required by this request.
 - b. The team shall include one or more reliable supervisors or lead workers.
 - c. Standard moving services shall be provided by the Offeror. El Rio shall provide supervisory staff to insure the proper placement of moved goods and equipment.
 - d. The Offerors supervisor(s) or lead worker(s) shall work as a team with the El Rio Facilities Manager and Maintenance Supervisor in all matters of operations, and scheduling.
 - e. The successful contractor will have attested to following Equal Opportunity Employment practices, performing background checks on employees, having proof of right to work status of employees, providing employee training on moving and heavy lifting practices and having appropriate business licenses and insurance policies. All

of these documents will be shared with the El Rio Facilities Manager upon a visit to the contractor's place of business prior to the award of contract.

SECTION B. EVALUATION/SELECTION

- I. Upon receipt and opening of quotes, and after the Quote Deadline, the El Rio Materials Department will determine the responsiveness of each applicant prior to its evaluation by the Facilities Manager.
- II. A contract awarded as a result of this solicitation shall be awarded to the Offeror whose quote represents the best value and is in the Health Center's best interest.

SECTION C. CONTRACT SPECIFICATIONS

- a. The contractor shall provide a time and material style quote. The quote should allow for a minimum of 8 workers with the ability to augment that team by another 8 workers if the need arises.
- b. Furniture, fixtures and equipment may arrive before the new building is complete. The quote shall have an addendum specifying costs to receive, warehouse and deliver shipments of FFE from vendors should the need arise.
- c. Note that El Rio Health is a tax-exempt organization. We do pay tax on labor. Our tax exempt letters are available upon request.

SECTION D. GENERAL INFORMATION

I. Quote Submittal Procedure:

- a. All questions about the meaning or intent of this request will be submitted in writing (email is acceptable) to the Facilities Manager, Jimmy McIntyre, jamesm@elrio.org
A prompt e-mail response may be expected with copies of the query and answer forwarded to all Offerors responding to this RFQ.
Questions received less than five (5) days prior to the date for opening of quote may not be answered.
- b. Offerors shall provide 3 hard copies of their quote to the following address on or before the closing date in time for receipt of quotes.

El Rio Community Health Center
450 W. Paseo Redondo, building #2
Tucson, AZ 85701
Attn: Scherri O'Connor, Manager, Materials Department.

- c. Quotes can be mailed or hand delivered to the address above and shall be in a sealed envelope marked with the project title and name and address of the Offeror. The "Signature Page" must also be included with the Quote. The sealed envelope must state "SEALED QUOTE ENCLOSED."
- d. Late submissions will not be considered unless it is determined that the delay was caused by El Rio Health mishandling the documents. All other late submissions will be returned unopened.

II. Other Issues:

- a. The Offeror and all subcontractors employed by Offeror shall have all certifications, licenses, insurance and/or registrations required under the laws of the State of Arizona. All workers are required to have the right to work in the United States. The selected Offeror will procure and maintain, during the life of the contract, liability insurance in an amount of not less than \$1,000,000 each occurrence. The selected firm will furnish copies of Certificates of Insurance to El Rio showing the coverage, limits of liability, covered operations, effective dates and dates of expiration naming El Rio Health, its agents and employees as additional named insured.

- b. The Offeror agrees if he/she is awarded the contract, that he/she will deliver the goods/services at the prices set forth in the submitted quote.
- c. The Offeror shall provide background check information to the El Rio Facility Manager, if requested, prior to any persons being allowed on El Rio property.
- d. The Offeror shall provide three (3) reference clients and three (3) trade references. Reference clients shall be of a similar scope of work as defined herein. Trade references may be banks, equipment suppliers, consumables vendors, staffing agencies, repairs and maintenance vendors, etc. and shall contain contact names and phone numbers. References will be checked.

III. Opening and Awarding of Contract Proposal:

- a. Quotes will be opened on the due date and time specified on the request cover sheet by the El Rio Procurement Department. This is not a public opening and contractors are not invited to attend. Quotes received on time will be opened in the presence of one or more witnesses and the name and address of Offeror will be recorded.
- b. All information, except that marked as confidential, may become public information at the time the project is awarded. Offerors may request in writing non-disclosure of confidential data. Such data should accompany the quote, be readily separable from the quote in order to facilitate possible public inspection. Please mark each sheet in red letters "Confidential." A request that states that the entire quote be kept confidential will not be accepted.

IV. Award of Contract:

- a. El Rio reserves the right to accept the quote and award this project to an Offeror that is in the best interest and provides the best value for El Rio. El Rio reserves the right to reject any and all quotes or any part thereof.
- b. The final agreement (Contract) will be signed by El Rio Health and the successful Offeror and returned within an agreed timeframe after the date of the Notice of Award. No agreement will be effective until it has been fully executed by all of the parties thereto.

V. Invitation is Entire Agreement

- a. This Request For Quote constitutes the entire agreement between the parties with respect to its subject and will not be modified, altered or amended in any way except as provided for in this Request.

SIGNATURE PAGE

SIGNATURE OF FIRM'S AUTHORIZED REPRESENTATIVE

Company Name: _____

Address: _____

City, State, Zip: _____

Telephone Number: _____

Fax Number: _____

Arizona Tax ID: _____

Federal Tax ID: _____

Applicable Arizona License Number(s): _____

Contact Person for Clarification

of Proposal Response: _____

Name & Title of Individual

Authorized to Sign for Firm: _____

Email Address: _____

Signature of Authorized Individual and date.

(A completed copy of this page must be included with the quote)

APPENDIX A, Business Associates Agreement:



September 10, 2018

RE: Revised Business Associate Agreement for Compliance with ARRA

Dear Sir or Madam:

We would appreciate your prompt attention to this very important and time sensitive matter.

On February 17, 2009, Congress enacted the American Recovery and Reinvestment Act of 2009 ("ARRA"). ARRA and its implementing regulations impose substantial new obligations on business associates and entities covered under the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). ARRA requires that these new business associate obligations be incorporated into all business associate agreements ("BAA(s)"). These new legal obligations include data breach reporting requirements that already are in effect ("Breach Regulations"). Compliance with most of the other ARRA business associate provisions became effective February 17th, 2010.

In order to fulfill our compliance obligations under ARRA, and in consideration for the continuation of our business relationship with you, we have revised our HIPAA business associate provisions in the attached. To avoid future amendments, we have made compliance with each ARRA provision effective as of the date that compliance is required under ARRA. Also, this revised BAA provides, among other things, that El Rio Community Health Center will provide the above named entity with notification of any Breach of unsecured protected health information.

Please review the enclosed revised BAA, sign it where indicated and mail, e-mail or fax the signed form to the address below.

Please mail, e-mail or fax the signed BAA to:

**El Rio Community Health Center
450 W. Redondo, Bldg #2
Tucson, AZ 85701**

Attn: Lori Ortiz

E-mail: lorilo@elrio.org Fax: 520-884-9287

Thank you,

Mark Hodges
Director of Innovation & Quality

EL RIO COMMUNITY HEALTH CENTER

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (this "BAA") dated _____ shall be between the El Rio Community Health Center ("El Rio" or "Covered Entity") and _____.

This BAA sets out the responsibilities and obligations of Business Associate as a business associate of Covered Entity under the Health Insurance Portability and Accountability Act ("HIPAA") for services provided by the Business Associate.

Definitions

- a. Terms used but not otherwise defined in this Agreement shall have the same meaning as the meaning ascribed to those terms in the Health Information Portability and Accountability Act of 1996, as codified at 42 U.S.C. § 1320d ("HIPAA"), the Health Information Technology Act of 2009, as codified at 42 U.S.C.A. prec. § 17901 ("HITECH Act"), and any current and future regulations promulgated under HIPAA or the HITECH Act (HIPAA, HITECH Act and any current and future regulations promulgated under either are referred to as the "Regulations").
- b. *Protected Health Information or PHI.* "Protected Health Information" or "PHI" shall have the same meaning as the term "Protected Health Information" in 45 CFR 160.103, limited to the information created or received by Business Associate from or on behalf of Covered Entity (CE), including, but not limited to electronic PHI.

Obligations and Activities of Business Associate

- a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by the Contract and by the HITECH Act, or as required by Law. BA may use and disclose CE's PHI only if such use or disclosure is in compliance with each applicable requirement of the HIPAA privacy rule's Business Associate Contract standard [sec. 164.504(e)].
- b. Effective February 18, 2010, Business Associate shall not directly or indirectly receive remuneration in exchange for an Individual's PHI unless Covered Entity obtained a valid authorization from the individual including a specification of whether the PHI can be further exchanged for remuneration by the receiving entity. Exceptions apply, as described in the privacy rule and the HITECH Act.
- c. Effective February 18, 2010, Business Associate shall not directly or indirectly receive payment in exchange for making certain communications to Individuals about a non-healthcare related or third-party product or service that encourages the recipient to purchase or use the product or service unless (i) the communication describes only a drug or biologic that is currently being prescribed for the recipient of the communication; or (ii) Covered Entity obtained a valid authorization from the individual. Exceptions apply, as described in the HITECH Act, and

including when BA makes such communications on behalf of Covered Entity, within the scope of the BA contract, and receives payment for such work.

- d. Business Associate agrees to use, disclose, and request (i) to the extent practicable, only the limited data set of Protected Health Information excluding direct identifiers, as defined in sec. 164.514(e)(2) of the HIPAA privacy rule; or, if needed by the entity, (ii) the minimum necessary Protected Health Information to accomplish the intended purpose of the use, disclosure, or request. BA agrees that, prior to a disclosure, the BA shall determine what constitutes minimum necessary PHI to accomplish the intended purpose. Exceptions described in sec. 164.502(b)(2) apply.
- e. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Contract.
- f. Business Associate agrees to implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the protected health information that it creates, receives, maintains, or transmits on behalf of the covered entity as required by the Privacy Rule, Security Rule, and HITECH Act.
- g. Business Associate recognizes that, as of February 18, 2010, the administrative, physical, and technical standards and implementation specifications of the HIPAA security rule (45 CFR sections 164.308, 164.310, 164.312, and 164.316), a copy of which is attached, apply to the BA in the same manner that it applies to a Covered Entity.
- h. BA recognizes that, as of February 18, 2010, civil and criminal penalties for violation of the HIPAA security rule shall apply to a BA in the same manner as they apply to a CE.
- i. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Contract.
- j. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Contract of which it becomes aware.
- k. Business Associate agrees to report to Covered Entity any security incident involving Protected Health Information of which it becomes aware.
- l. Business Associate shall, following the discovery of a privacy or security breach of unsecured PHI, notify the CE of such breach without unreasonable delay and no later than 60 days from the discovery of the breach. Such notice shall include the identification of each individual whose unsecured PHI has been, or is reasonably believed by the BA to have been, accessed, acquired, or disclosed during such breach.
- m. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity agrees to the same privacy and security restrictions and conditions that apply through this Contract to Business Associate with respect to such information.

- n. If, and to the extent that Business Associate possesses an applicable Designated Record Set, Business Associate agrees to provide access, at the request of Covered Entity, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 *CFR* § 164.524.
- o. If, and to the extent that Business Associate possesses an applicable Designated Record Set, Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 *CFR* § 164.526 at the request of Covered Entity or an Individual, and in the time and manner [insert negotiated terms].
- p. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act. Business Associate agrees to provide to Covered Entity or an Individual, information collected to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with the Privacy Rule and the HITECH Act.
- q. Business Associate agrees to restrict disclosure of an Individual's Protected Health Information as would be required of or agreed to by Covered Entity at the request of an Individual.
- r. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity available to the Secretary, in a time and manner designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule, Security Rule, or the HITECH Act.

Permitted Uses and Disclosures by Business Associate

To only use and disclose PHI as permitted by this Agreement or as required by law. Business Associate may 1) use and disclose PHI to perform its obligations as set forth in the Service Agreement; (2) use PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities; (3) disclose PHI for the proper management and administration of Business Associate or to carry out its legal responsibilities, if such disclosure is required by law or if Business Associate obtains reasonable assurances from the recipient that the recipient will keep the PHI confidential, use or further disclose the PHI only as required by law or for the purpose for which it was disclosed to the recipient, and notify Business Associate of any instances of which it is aware in which the confidentiality of the PHI has been breached; (4) use PHI to provide data aggregation services relating to the health care operations of Covered Entity; (5) use or disclose PHI to report violations of the law to law enforcement; and (6) use PHI to create de-identified information consistent with the standards set forth at 45 *CFR* §164.514.

Provisions for Covered Entity to Inform Business Associate of Privacy Practices and Restrictions

- a. Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR § 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- b. Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.
- c. Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR § 164.522 and the HITECH Act, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule or HITECH Act if done by Covered Entity.

Term and Termination

- a. Term. The Term of this Contract shall be effective on the date of execution and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information.
- b. Termination for Cause. Upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate this Contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
 2. Immediately terminate this Contract if Business Associate has breached a material term of this Contract and cure is not possible; or
 3. If neither termination nor cure are feasible, Covered Entity shall report the violation to the Secretary.
 4. Effective February 18, 2010, Business Associate shall have the same duty to cure, terminate, or report violations to the Secretary as the Covered Entity.
- c. Effect of Termination.
 1. Except as provided in paragraph (2) of this section, upon termination of this Contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the

possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

2. In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Contract to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

Miscellaneous

- a. Regulatory References. A reference in this Contract to a section in the Privacy Rule, Security Rule, or HITECH Act means the section as in effect or as amended.
- b. Amendment. The Parties agree to take such action as is necessary to amend this Contract from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule, the Security Rule, the Health Insurance Portability and Accountability Act of 1996, and the HITECH Act of 2009.
- c. Survival. The respective rights and obligations of Business Associate as defined in this Contract shall survive the termination of this Contract.
- d. Interpretation. Any ambiguity in this Contract shall be resolved to permit Covered Entity to comply with the Privacy and Security Rules and the HITECH Act.

In Witness Whereof, each of the undersigned has caused this Agreement to be executed by its duly authorized representative.

EI RIO HEALTH

ASSOCIATE

By _____

By _____

By _____

By _____

APPENDIX B, Memorandum of Understanding:

**Facilities and Maintenance Contractors
Memorandum of Understanding,
El Rio Health Center Policies.**

Written for and acknowledged by _____, agent for

_____ (Contractor).

The following policies are in place for contractors, visitors, patients and employees of El Rio Neighborhood Health Center.

The contractor shown above has read and understands that any personnel provided to work on El Rio properties must comply with these policies.

Do Not Touch any Bio-Hazardous Materials.

No Smoking is allowed on any El Rio property.

Security of the premises is required at all times. Doors shall not be propped open.

The contractor's employees shall display identity badges at all times.

The contractor's employees shall not allow admittance of visitors, or any non-staff persons.

To the extent practicable, at least upon initial hire, the contractor is to perform background checks on all workers. Any negative findings must go to the El Rio Facilities Manager for approval prior to allowing the worker access to El Rio properties.

To the extent practicable, at least upon initial hire, the contractor is to perform drug testing on employees and provide any negative findings to the El Rio Facilities Manager for approval prior to allowing the worker access to El Rio properties.

All workers must be able to speak English.

Any suspicious outside activity must be called in to Security at 631-5911.

The Facility Manager must be notified of:

Damaged equipment, furniture and fixtures.

Burned out lights.

Compromised or damaged doors and windows.

Leaking faucets, running toilets, any puddling of water.

Any graffiti.

Any building damage inside or outside.

The contractor shall not leave the facility without being released by a member of the El Rio Security or Facilities department.

(Signature)

Date