



NEW MEXICO HEALTH INSURANCE EXCHANGE (NMHIX)
REQUEST FOR PROPOSALS FOR

Health Insurance Exchange Administrative Office Space

RFP No. 2016/002

RFP Issued:
January 29, 2016

Proposals Due:
February 16, 2016
12 P.M. Mountain Time

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Key Dates

EVENT	DATE
RFP Announcement	January 29, 2016
Proposals Due	February 16, 2016 12 P.M. Mountain Standard Time
Possible Telephonic Interviews/ Questions from Evaluation Committee	February 18, 2016
Evaluation Committee Selection made	February 19, 2016

1: Introduction

1.1 Background on the New Mexico Health Insurance Exchange

The New Mexico Legislature passed SB 221 and 589 as amended, the “New Mexico Health Insurance Exchange Act,” (the “Act”) during the 2013 Regular Session, and Governor Suzanna Martinez signed the Act on March 28, 2013. The New Mexico Health Insurance Exchange (“NMHIX”) is created as a nonprofit public corporation (501c4).

Our mission is to provide qualified individuals and employers with increased access to health insurance in New Mexico. Our vision is to improve the quality of life for New Mexicans, especially when it comes to their health, their access to health care providers, and their financial security. The Exchange is governed by a 13-member board of directors that was appointed in April 2013.

NMHIX is currently operating as a quasi-governmental agency with 16 fulltime employees.

1.2 Purpose of This RFP

The purpose of this Request for Proposal (“RFP”) is to solicit proposals to lease administrative office space to the New Mexico Health Insurance Exchange. The NMHIX expects to evaluate the proposals and negotiate a lease for the office space with the offeror who presents the most advantageous offer to the NMHIX.

2: Administrative Information

2.1 Procurement Administrator

The Procurement Administrator for this project shall be:

Michelle Brooks
HR Manager
New Mexico Health Insurance Exchange (NMHIX)
6301 Indian School Road NE, Suite 100
Albuquerque, NM 87110
rfp@nmhix.com

Please include “Administrative Office Space RFP” as the subject line of any emails.

2.2 Restriction on Communications

From the issue date of this RFP until the Evaluation Committee announces its preferred Offeror, all communications related to this RFP must be with the Procurement

Administrator, and all such communications must be in written form via email to rfp@nmhix.com. The Procurement Administrator will respond only to written questions regarding the procurement process and this RFP. Oral questions will not be accepted. Offerors may be disqualified if they contact any employee or affiliate of NMHIX regarding this RFP.

2.3 Questions, Requests for Clarification, and Changes

If needed, Offerors are invited to submit written questions and requests for clarifications regarding this RFP. The NMHIX is not obligated to provide answers to written questions. If the questions, requests for clarifications, or suggestions pertain to a specific section of this RFP, Offerors shall reference the page and section number. If NMHIX decides to answer a question or adopt a suggestion that modifies this RFP, NMHIX will issue an addendum to this RFP.

2.4 Amendment and Withdrawal of this RFP

NMHIX reserves the right to amend or withdraw the RFP at any time and for any reason. Amendments and or notices of withdrawal will be sent to the list of interested Offerors.

2.5 Amendment and Withdrawal of Proposals

Offerors may amend or withdraw their Proposals at any time before the Proposal deadline listed under “Key Dates.” The amendment must be in writing, signed by the Offeror, and received by the time set for the receipt of Proposals. Offerors must notify the Procurement Administrator in writing prior to the deadline if they wish to withdraw their Proposal.

2.6 Submission of Proposals

The Procurement Administrator must receive all components of the Proposals by the deadline listed under “Key Dates.” It is the Offeror’s responsibility to ensure that the proposal is received prior to the deadline. Postmarking by the due date will not substitute for actual receipt of the Proposal.

2.7 Costs of Preparing the Proposal

The costs of preparation and delivery of the Proposals are solely the responsibility of the Offeror.

2.8 No Commitment to Contract

NMHIX reserves the right to reject any or all Proposals received in response to this RFP at any time prior to the execution of a contract. Issuance of this RFP in no way constitutes a commitment by NMHIX to award a contract.

2.9 Rejection of Proposals

NMHIX may reject outright and not evaluate any Proposal that does not comply with the terms of this RFP.

2.10 Reference Checks

NMHIX reserves the right to contact any reference to assist in the evaluation of the Proposal, to verify information contained in the Proposal, and to discuss the Offeror's qualifications and the qualifications of any person or entity identified in the Proposal.

2.11 Information from Other Sources

NMHIX reserves the right to obtain and consider information from other sources concerning an Offeror.

2.12 Proposal Clarification Process

NMHIX reserves the right to contact an Offeror after the submission of Proposal for the purpose of clarifying a Proposal. This contact may include written questions, interviews, site visits, or requests for corrective pages in Offeror's Proposal. NMHIX will not consider information received from or through the Offeror if the information materially alters the content of the Proposal or the type of services the Offeror is offering to NMHIX. An individual authorized to legally bind the Offeror shall sign responses to any request for clarification. Failure to comply with requests for additional information may result in rejection of the Proposal.

2.13 Disposition of Proposals

All Proposals become the property of NMHIX and shall not be returned to the Offeror.

2.14 Confidentiality

NMHIX shall not disclose the content of any Proposals to another Offeror during the evaluation and negotiation process.

After execution of a contract, any Proposal submitted which contains information for which the Offeror is requesting confidential treatment must be conspicuously marked by the Offeror on the outside as containing confidential information, and each page upon which confidential information appears must be conspicuously marked as containing confidential information. NMHIX will endeavor to respect the confidentiality of documents so designated by an Offeror, but may only do so within the scope of public records laws, including but not limited to the New Mexico Inspection of Public Records Act. NMHIX makes no promise to the Offeror with respect to NMHIX's ability to protect the confidentiality of the Proposal.

As between NMHIX and the Offeror, NMHIX will own all right, title and interest in and to and all ideas presented in any Proposal, and shall therefore have the right to use any such ideas.

2.15 Release of Claims

By submitting a Proposal, the Offeror agrees that it waives and releases all claims or causes of action against NMHIX based on any misunderstanding concerning the information provided in this RFP or concerning NMHIX's failure, negligent or otherwise, to provide the Offeror with pertinent information in this RFP.

2.16 Site Visit and Offeror Interviews

The NMHIX and members of the evaluation committee may make an on-site visit to inspect and review the proposed office space at any time in the procurement process.

At the sole discretion of NMHIX and/or its Evaluation Committee, an Offeror may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Proposal. This process is intended to allow Offerors to demonstrate their Proposal and clarify any elements of their Proposal.

Any cost to Offeror associated with site visits, interviews, presentations, and/or demonstrations will be borne solely and entirely by the Offeror.

2.17 Award Notice and Acceptance Period

The recommended Offeror will be notified of their selection. Negotiation and execution of a contract shall be completed promptly. If the successful Offeror fails to promptly negotiate and execute in good faith a final agreement, the NMHIX, in its sole discretion, may cancel the award and select another Offeror who meets this RFP's requirements and will provide the best value to NMHIX. Unsuccessful Offerors shall be notified once a lease is executed or at such other time as designated by NMHIX.

2.18 No Contract Rights until Execution

No Offeror shall acquire any legal or equitable rights through this RFP or any action or inaction by NMHIX unless and until the lease agreement has been fully executed by the successful Offeror and NMHIX.

2.19 Choice of Law and Forum

This RFP and any resulting agreement shall be governed by the laws of the United States and of the State of New Mexico, without regard to principles of conflicts of law. Any and all litigation or actions commenced in connection with this RFP shall only be brought in a federal or state court of competent jurisdiction in the State of New Mexico.

2.20 Protests

Any actual or prospective Offeror who believes it is aggrieved in connection with the

solicitation or award of a contract hereunder may protest to the Procurement Administrator of NMHIX. Such a protest shall be submitted in writing within five working days after the aggrieved Offeror knows or should have known of the facts giving rise thereto; provided that a protest of an award or proposed award shall in any event be submitted in writing within five working days after the award of the contract; provided further that no protest based upon the content of the RFP or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of offers.

The RFP Procurement Administrator or a NMHIX designee may settle and resolve a protest concerning the solicitation or award of a contract hereunder. If the protest is not resolved by mutual agreement, the NMHIX Executive Director or a designee shall promptly issue a decision in writing to uphold or deny the protest.

2.21 Conflict of Interest

By submitting a proposal pursuant to this RFP, an Offeror warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance or services required under the Agreement. The Offeror certifies requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer or state employee or former state employee, have been followed. The Offeror also certifies compliance with all federal provisions related to conflicts of interest, including but not limited to those contained in 45 C.F.R. 92.36, the Affordable Care Act, and the HHS Grants Policy Statement, published January 1, 2007.

3: Scope of Procurement

The NMHIX is seeking administrative office space for up to a five year term. The Offeror shall describe the characteristics of the proposed property or proposed properties in the following categories, and shall indicate compliance with NMHIX specifications, where noted:

1. Preferred location: Albuquerque, New Mexico in the Jefferson – Masthead corridor;
2. Term: one to five years, with option to renew for additional years;
3. Availability: property must be available for NMHIX occupation by October 1, 2016, and must be available for build out/ and or any necessary modifications sufficiently in advance of that date to ensure availability;
4. Square footage: a minimum of 4,000 square feet;
5. Office space and rooms: at least 6 private offices, 2 semi-private offices, space to house at least 12 additional employees in an open seating cubical model, 2 conference rooms, a break room, storage, and a computer server room;
6. Parking: parking for at least 22 employees and visitor parking, must be ADA compliant;
7. Cost: Offeror shall identify and total all costs to be paid by the NMHIX, including base lease cost, any increases over the term of lease, escalating costs, applicable taxes, and any other cost or expenses to be incurred by the NMHIX;
8. Lease agreement: Offeror shall include a proposed lease agreement, provided that the lease agreement shall not include the following terms that may commonly be included in a commercial lease, with which the NMHIX cannot agree to because of its status as a quasi-public entity, including:
 - a. The NMHIX shall not agree to defend, indemnify, or provide tort liability insurance for any lessor;
 - b. The NMHIX shall not agree to a blanket waiver of liability of the lessor or third parties.
9. Right to terminate lease: NMHIX shall be given the option to terminate the lease without penalty upon 120 days' notice;
10. Right of first refusal: the NMHIX shall be given the right of first refusal to lease space adjacent to the leased premises in the building;
11. Ownership: the proposal shall indicate the ownership of the facility offered for lease;

12. Signage: description of what is available; and
13. Other important information regarding the property and the proposed lease.

4: Form and Content of Proposals

4.1 RFP Deliverables

Offeror shall submit two hard copies of the Proposal, including all information identified in Section 3, above. Each copy of the Proposal must be signed in ink by an authorized member of the Offeror. In addition, each Offeror must provide an electronic copy of the Proposal (including all attachments, exhibits, etc.) in Portable Document Format (“PDF”).

4.2 Format and Length

Proposals should be brief and should correspond to the criteria set forth in Section 3, above.

4.3 Cover Letter

Offerors shall submit cover letter identifying the Offeror’s point of contact for the Proposal and an email address for the point of contact. The Offeror shall confirm the Offeror’s eligibility to make an offer pursuant to this RFP, including certifying compliance with Section 2.21 of this RFP.

The Offeror shall also guarantee in writing that all Proposal terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Proposals.

5: Proposal Evaluation

Proposals will be evaluated and scored as follows:

Location	30 points
Cost	30 Points
<u>Desirability/ match to NMHIX needs</u>	<u>40 points</u>
TOTAL	100 points