



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

Health Insurance Exchange Employment Law Attorney

RFQ No. 2014/002

**RFQ Issued:
September 24, 2014**

**Quotes Due:
September 26, 2014
3 P.M. Mountain Time**

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Key Dates

EVENT	DATE
RFQ Announcement	September 24, 2014
Quotes Due	September 26, 2014 3 P.M. Mountain Standard Time
Possible Telephonic Interviews/ Questions from Evaluation Committee	September 29, 2014
Evaluation Committee Selects Preferred Bidder	October 1, 2014

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. Since then the board has made the following decisions:

- The Exchange will be a Hybrid model in 2014 and a State based Exchange in 2015;
- The Exchange will create the SHOP for small business and will use the Federal platform to enroll individuals until the Exchange system is ready to enroll consumers in 2015.

NMHIX is currently operating as a quasi-governmental agency with 9 fulltime employees.

1.2 Purpose of This RFQ

The purpose of this Request for Quotes (“RFQ”) is to contract with a qualified Employment Law Firm or Organization that can immediately transition to assisting NMHIX staff as needed. Bidders should have experience in organizations and companies with employment law. NMHIX is a quasi-governmental agency that is currently funded through federal grants and may be subjected to additional employment requirements. NMHIX is seeking an organization to provide additional guidance surrounding potential additional requirements including not limited to Family and Medical Leave Act policies and Severance Pay Policies.

Example deliverables and work will include the following:

- Development of Drug and Alcohol Employer Policies
- Re-development of Organizational Code of Conduct
- Development and Review of a Non-Compete Policy
- Re-development of an Employee Handbook
- Development of a Severance Pay Policy
- Development of a Conflict of Interest Policy and Standards
- Review of Family and Medical Leave Act policies for quasi-governmental agencies

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 “Employment Law Attorney RFQ” as the subject line of any emails.

2.2 Restriction on Communications

From the issue date of this RFQ until the Evaluation Committee announces its preferred Contractor, all communications related to this RFQ 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 RFQ. Oral questions will not be accepted. Bidders may be disqualified if they contact any employee or affiliate of NMHIX regarding this RFQ.

2.3 Questions, Requests for Clarification, and Suggested Changes

If needed, Bidders are invited to submit written questions and requests for clarifications regarding this RFQ. 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 RFQ, Bidder shall reference the page and section number. If NMHIX decides to answer a question or adopt a suggestion that modifies this RFQ, NMHIX will issue an addendum to this RFQ.

2.4 Amendment and Withdrawal of this RFQ

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

2.5 Amendment and Withdrawal of Quotes

Bidders may amend or withdraw their Quotes at any time before the Quote deadline listed under “Key Dates.” The amendment must be in writing, signed by the Bidder, and

received by the time set for the receipt of Quotes. Bidders must notify the Procurement Administrator in writing prior to the deadline for Quotes if they wish to withdraw their Quotes.

2.6 Submission of Quotes

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

2.7 Costs of Preparing the Quote

The costs of preparation and delivery of the Quote are solely the responsibility of the Bidder.

2.8 No Commitment to Contract

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

2.9 Rejection of Quotes

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

2.10 Subcontractors

The Contractor is solely responsible for fulfillment of the Contract. NMHIX will make payments only to the Contractor. The Contractor will not subcontract any portion of the services to be performed under the Contract without the prior expressed written approval of NMHIX. The Contractor will include all proposed subcontractors in its Quote. In the event NMHIX approves any subcontractor, the Contractor will remain fully responsible for complying with the duties and obligations under the Contract.

Any use of subcontractors by the Contractor will not obligate NMHIX as a party to the subcontract, nor create any right, claim, or interest for the subcontractor against NMHIX, its agents, employees, representatives, or successors. The parties agree that there are no third party beneficiaries, intended or otherwise, to the Contract.

2.11 Reference Checks

NMHIX reserves the right to contact any reference to assist in the evaluation of the Quote, to verify information contained in the Quote, and to discuss the Bidder’s qualifications and the qualifications of any subcontractor identified in the Quote.

2.12 Information from Other Sources

NMHIX reserves the right to obtain and consider information from other sources concerning a Bidder, such as the Bidder's capability and performance under other contracts, the qualifications of any subcontractor identified in the Quote, Bidder's financial stability, past or pending litigation, and other publicly available information.

2.13 Quote Clarification Process

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

2.14 Disposition of Quotes

All Quotes become the property of NMHIX and shall not be returned to Bidder.

2.15 Confidentiality

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

After execution of a contract, any Quote submitted which contains information for which the Bidder is requesting confidential treatment must be conspicuously marked by the Bidder 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 a Bidder, 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 Bidder with respect to NMHIX's ability to protect the confidentiality of the Quotes.

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

2.16 Release of Claims

By submitting a Quote, the Bidder agrees that it waives and releases all claims or causes of action against NMHIX based on any misunderstanding concerning the information provided in this RFQ or concerning NMHIX's failure, negligent or otherwise, to provide

the Bidder with pertinent information in this RFQ.

2.17 Bidder Interviews

At the sole discretion of NMHIX and/or its Evaluation Committee, some Bidders may be asked to participate in oral interviews, presentations, and/or demonstrations prior to the selection of a Contractor. This process is intended to allow Bidders to demonstrate their proposed solutions and clarify any elements of their Quote. Any cost associated with interviews, presentations, and/or demonstrations will be borne solely and entirely by the Bidder. The presentation may occur at NMHIX's offices, via the Internet, or at another location as specified by NMHIX.

2.18 Award Notice and Acceptance Period

A "Notice of Intent to Award" will be sent to the successful Bidder. Negotiation and execution of the Contract shall be completed no later than 5 business days from the date of the Notice of Intent to Award or such other time as designated by NMHIX. If the successful Bidder fails to negotiate and execute in good faith a final agreement by that date, the NMHIX, in its sole discretion, may cancel the award and award the Contract to another Bidder NMHIX believes meets this RFQ's requirements and will provide the best value to NMHIX. A "Notice of Intent to Award" will be sent to the unsuccessful Bidders once a contract is executed or at such other time as designated by NMHIX.

2.19 No Contract Rights until Execution

No Bidder shall acquire any legal or equitable rights through this RFQ or any action or inaction by NMHIX unless and until the Contract has been fully executed by the successful Bidder and NMHIX.

2.20 Choice of Law and Forum

This RFQ and the Contract 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 RFQ shall only be brought in a federal or state court of competent jurisdiction in the State of New Mexico.

2.21 Protests

Any actual or prospective Bidder 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 Bidder 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 RFQ or other solicitation documents shall be considered unless it is submitted in writing prior to the date set for the receipt of

offers.

The RFQ 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.

2.22 Conflict of Interest

By submitting a quotation pursuant to this RFQ, a Bidder 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 Bidder 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 Bidder 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 Work

Vendor will be asked to provide support to NMHIX including but not limited to Developing an NMHIX Drug and Alcohol Policy, Developing and NMHIX Code of Conduct, Developing a Non-Compete Policy, Re-vamping the Employee Handbook, Review policies surrounding Severance Pay Policies, and Reviewing Conflict of Interest Policies. Vendor will also be asked to review the Family and Medical Leave Act (FMLA) regarding NMHIX's status and size. Vendor will be required to work collaboratively with NMHIX staff and vendors. Additional tasks of similar nature may be developed as based on a mutually agreed upon Scope of Work between the vendor and NMHIX.

3.1 Qualifications

Qualified vendors will have experience working in Employment Law and in working with both private and government agencies in providing support in Employment Law. Experience in assisting quasi-governmental agencies and/ or organizations funded by grants is preferred. Vendor will have experienced and dedicated resources available immediately to provide support.

3.2 Scope of Work Topics

The Vendor should briefly provide details surrounding their experience and ability to provide support regarding:

1. Development of Drug and Alcohol Employer Policies
2. Re-development of Organizational Code of Conduct
3. Development and Review of a Non-Compete Policy
4. Re-development of an Employee Handbook
5. Development of a Severance Pay Policy
6. Development of a Conflict of Interest Policy and Standards
7. Review of Family and Medical Leave Act (FMLA) Policies for Quasi-Governmental Agencies

3.3 Contract Term

3.3.1 Initial Term

The initial term of this Contract shall begin as soon as possible and will be for a term of approximately one year.

3.3.2 Additional Terms

The resulting contract may be extended for additional terms by mutual agreement of the parties. The Consultation Services will continue as needed, but in no event shall compensation paid under the Contract exceed \$99,000.

4: Form and Content of Quotes

4.1 RFQ Deliverables

Submit two hard copies of the Quote. Each copy of the Quote must be signed in ink by an authorized member of the Bidder. In addition, each Bidder must provide an electronic copy of the Quote (including all attachments, exhibits, etc.) in Portable Document Format (“PDF”).

4.2 Format and Length

Quotes should be submitted with single spaced text in 12-point font with one-inch margins. Quotes should be spiral bound and keep the Services Overview and Description Section (4.4.3) response limited to three (3) pages.

4.3 Cover Letter

Provide a one-page cover letter identifying the main contact person for the Quote, any subcontractors, and your eligibility as a Bidder to this RFQ. In the Cover Letter, the Bidder shall also guarantee in writing that the services offered in the Quote are currently available and that all Quote terms, including price, will remain firm for a minimum of 90 days following the deadline for submitting Quotes.

4.4 Content of Quote

The following information is required to be included in the Quote in the order given below:

4.4.1 Qualifications and Experience

Provide a brief, descriptive statement describing the Bidder’s ability to deliver the services sought under this RFQ.

Provide a list of personnel, including subcontractors, who will work on the project, detailing their education, training, years with the Contractor, work experience and the anticipated amount and/or portion of time each will devote to this project. Resumes should be submitted for Key Personnel and any other personnel the Bidder deems relevant, including subcontractors. Resumes may be attached as an appendix.

4.4.2 References

Provide at least two references to previous similar positions. Preference will be given to references that are related to work employers in New Mexico or quasi-governmental agencies. The reference must include the customer contact name, company, physical address, telephone number, email address, length of contract, and length of time that the account has been a reference.

4.4.3 Services Overview and Description

Address the Scope of Work and describe how your solution will address each element detailed in Section 3.2 *Scope of Work Topics*. This section of your Quote should follow the organizational structure and order of the Scope of Work. Bidders must include all items specifically identified in the Scope of Work.

4.4.4 Detailed Price Proposal

Provide a Price Proposal for completing all tasks included in the Scope of Work including all related travel expenses. Please include an hourly rate and an estimated number of hours to complete each task.

The price proposal must be inclusive of all taxes. To the extent the goods and services to be provided under the Contract are subject to any excise tax, public service tax, use tax, or any other federal or state tax, the Contractor, and not NMHIX, shall be responsible for and shall pay such tax. No additional payments shall be made to Contractor, or shall be made on Contractor's behalf, related to any tax. Contractor shall, at its expense, indemnify, defend with counsel reasonably approved by NMHIX, and hold harmless NMHIX, from and against any losses, liabilities, damages, penalties, costs, obligations, fees (including without limitation reasonable attorneys' fees), and expenses from any third party claim, action, suit or judgment related to failure to pay taxes related to the Contract.

5: Quote Evaluation

The following will be used to score Quotes:

Qualifications and Experience	30 points
Cost Proposal	30 Points
References	20 points
<u>Services Overview and Description</u>	<u>20 points</u>
TOTAL	100 points

All Quotes received by the deadline will be evaluated by representatives of NMHIX and potentially outside experts (the “Evaluation Committee”). Quote materials may become public information following Bidder selection and contract execution.