



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

# **Health Insurance Exchange Communications and Governance Transition Support**

RFQ No. 2014/001

**RFQ Issued:  
September 9, 2014**

**Quotes Due:  
September 12, 2014  
12 P.M. Mountain Time**

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# Key Dates

EVENT	DATE
RFQ Announcement	September 9, 2014
Quotes Due	September 12, 2014 12 P.M. Mountain Standard Time
Possible Telephonic Interviews/ Questions from Evaluation Committee	September 15, 2014
Evaluation Committee Selects Preferred Bidder	September 15, 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.

Currently New Mexico has a high rate (23%) of uninsured; health workforce shortages, language and cultural barriers, significant poverty, poor educational attainment, and a significant number of its small businesses do not offer health insurance to employees. Of New Mexico’s population of two million, Medicaid covers 550,000 individuals; Medicare covers 300,000 and 430,000 are uninsured. Of the uninsured, an estimated additional 175,000 may become eligible for Medicaid and up to 211,433 for the Exchange between 2014 and 2020.

The Exchange has secured Level I federal grant funding that is available to pay for marketing and outreach activities. The Exchange will operate as a Hybrid Model Exchange, meaning that the state Exchange is responsible for marketing and education efforts, as well as for the operation of the SHOP website designed for small businesses, while the federal government’s Exchange is responsible for the operation of the website that enrolls individuals. Open enrollment starts on November 15, 2014, and will continue through February 15, 2015. The effective start date of coverage for consumers who enrolled in a plan prior to mid-December is January 1, 2015.

NMHIX recently underwent a change in executive leadership and is in the process of hiring a Communications and Outreach Director. NMHIX is seeking a vendor to provide Communications and Governance support while leadership determines longer-term needs and goals. NMHIX seeks an experienced vendor who is able to begin working with limited ramp up time. The anticipated length of this contract will be 6 – 8 weeks.

## **1.2 Purpose of This RFQ**

The purpose of this Request for Quotes (“RFQ”) is to contract with a qualified firm that can immediately transition to assisting NMHIX staff as needed. Bidders should have experience in healthcare and/or state and federal projects, or CMS/ CCIIO. The Affordable Care Act (ACA) requires, among other things, NMHIX to provide information and assistance for consumers with the end goal of increased enrollments. Also specified in the ACA is the responsibility of NMHIX to annually report a description of outreach and enrollment processes used (can be specified by population), as well as numbers on enrollment. The Communications and Governance Transitions Support contractor(s) may be closely involved in these activities, as well.

Example deliverables and work will likely include the following:

- Board of Directors (BOD) and Committee Meetings Support and Governance Assistance
- Development of Presentations, Speaking Points, and Internal and External Communications
- Executive Director Transition Support
- Communications and Outreach Director Transition Support

## **2: Administrative Information**

### **2.1 Procurement Administrator**

The Procurement Administrator for this project shall be:

Amy Dowd  
Executive Director  
New Mexico Health Insurance Exchange (NMHIX)  
6301 Indian School Road NE, Suite 100  
Albuquerque, NM 87110  
[rfp@nmhhix.com](mailto:rfp@nmhhix.com)

Please include “Communications and Governance Transition Support 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@nmhhix.com](mailto:rfp@nmhhix.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 strategic communications support, supporting communications with our federal partners, building internal communications and governance processes and conducting stakeholder and community engagement. Vendor will be required to work collaboratively with staff and other NMHIX vendors. Estimated support requirement is for approximately 8 weeks on-site at the NMHIX offices in Albuquerque. Some travel required within the state.

### **3.1 Qualifications**

Qualified vendor teams will have experience working with Boards of Directors, a deep knowledge of health insurance, the role of state-based exchanges and the Affordable Care Act (ACA), experience working with federally funded programs generally and the Centers for Medicare and Medicaid Service (CMS) and the Center for Consumer Information & Insurance Oversight (CCIIO) specifically. Vendor will have experienced and dedicated resources available immediately to provide support.

### **3.2 Questions**

The Vendor should provide answers for the following questions:

1. What resources with experience in the Affordable Care Act, state and federal projects and working with corporate Boards of Directors do you have immediately available on your team to begin providing support? Please provide bios and roles for the team member proposed.
2. What is your team's experience working with federally funded programs? Please include any specific experience with the Centers for Medicare and Medicaid Service (CMS) and The Center for Consumer Information & Insurance Oversight (CCIIO) specifically?
3. Please outline any experience/understanding of the Affordable Care Act (ACA) / Health Insurance Exchanges.
4. Please provide at least one example of your team's experience working with Boards of Directors and Board Governance.
5. Please provide any additional information that may be relevant for NMHIX to consider while making this decision.

### **3.3 Contract Term**

#### **3.3.1 Initial Term**

The initial term of this Contract shall begin as soon as possible and shall continue in

full force and effect until approximately 6 - 8 weeks after contract signing.

### **3.3.2 Additional Terms**

The resulting contract may be extended for additional terms by mutual agreement of the parties.

## **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 two (2) pages and the total response limited to five (5) pages. It is strongly encouraged to submit Quotes with double-sided 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.

Provide information for the past five years related to: (1) any sanctions or discipline issued against any of the Bidder’s employees, partners, or managers; (2) any notices of defaults, damages, debarment, or other penalties incurred by the Bidder in connection with the performance of any contract; and (3) any litigation or threatened litigation, judgments, administrative or regulatory proceedings, or similar matters to which the Bidder or its employees, partners, or managers have been a party.

#### **4.4.2 References**

Provide a list of projects similar in scope/ size, or contracts executed in New Mexico, over the past 5 years.

Provide at least three references to previous similar positions. Preference will be given to references that are related to work in New Mexico, or in the healthcare/ health insurance exchange field.

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 *Questions*. 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. Quotes must address the entirety of the Scope of Work and provide sufficient detail to allow NMHIX to evaluate all elements of the Quote.

#### **4.4.4 Telephonic Interviews**

Certain Bidders selected by the Procurement Administrator may be required to conduct a telephonic interview related to their proposed solutions. This process is intended to allow Bidders to demonstrate their proposed solutions and clarify any elements of their Quote. Any cost associated with the telephonic interviews will be borne solely and entirely by Bidder.

#### **4.4.5 Detailed Price Proposal**

Provide a Price Proposal for completing all tasks included in the Scope of Work including all related travel expenses.

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>
<b>TOTAL</b>	<b>100 points</b>

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.