

Question #	Section Reference	Page #	Questions	Responses
1	I.A	Page 3	Third paragraph, last sentence. Please clarify what it means with regard to the CEP that the NMMIP Actuary will be responsible for deadlines.	NMMIP removes the reference to the language in Section I.A, on page 3 of the RFP that the NMMIP Actuary will be responsible for deadlines.
2	III.B	Pages 12-13	Number of Copies. Is it correct that while the emailed copy must be received before close of business on December 30, the printed copy needs only be mailed but not necessarily received by 4:00 PM on that date?	<p>Yes, that is correct. The emailed copy of the proposal must be received before the closure of business on December 30 to meet the submission deadline. The printed and signed version is only required for NMMIP's files and must be mailed by the same deadline but does not need to be received by 4:00 PM on December 30.</p> <p>This approach ensures that the review process can begin promptly based on the emailed submission while avoiding issues caused by delivery delays for the printed version. Please ensure the email submission is sent on time, as we rely on the timestamp to verify timely receipt.</p>
3	IV.A. and IV.C.	Page 14 and 16	On page 14 it states that a minimum of two years of actuarial experience with high-risk or similar pools is required, but on the Evaluation Point Summary on page 16, it states that five years of required experience is necessary. Please clarify.	<p>Thank you for bringing this to our attention. We acknowledge the inconsistency between the minimum requirement of two years of actuarial experience stated on page 14 and the five years noted in the Evaluation Point Summary on page 16.</p> <p>To clarify, the minimum requirement for actuarial experience with high-risk or similar pools is <b>two years</b>, as stated on page 14. The Evaluation Point Summary on page 16 will be adjusted to align with this requirement.</p> <p>We aim to ensure that the RFP provides a</p>

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				reasonable opportunity for qualified organizations to participate while maintaining the necessary standards of expertise.
4	Appendix B, Appendix A Item 2A	Page 22 and 17	It appears that bidders are not requested to provide an annual not-to-exceed fee amount in completing Appendix B, the Cost Response Form. Yet in reading the Contract Terms and Conditions, Appendix A, it is clear that a not-to-exceed amount will be included in the contract.	Thank you for your questions regarding the "not-to-exceed" fee amount language in the RFP. We appreciate the opportunity to clarify.
4a	Appendix B, Appendix A Item 2A	Page 22 and 17	a. Should a bidder provide a not-to-exceed amount based on the stated Scope of Work as part of its proposal?	No, bidders are not required to provide a not-to-exceed amount in Appendix B, the Cost Response Form. <b>The final contract will not include an annual not-to-exceed fee amount</b> , as we intend to focus on the total cost and deliverables for the entire Scope of Work.
4b	Appendix B, Appendix A Item 2A	Page 22 and 17	b. If not, what is the contractual not-to-exceed amount that will be established by NMMIP for the first year of the contract? We believe it is necessary to know this amount in order to decide whether to respond to the RFP, given the open-ended nature of the items in the Scope of Work and the many unknowns related to the CEP.	The contract will not specify an annual not-to-exceed amount. Instead, the total cost will be based on the agreed-upon Scope of Work and negotiated deliverables. NMMIP aims to ensure the flexibility necessary to address the scope while maintaining fiscal responsibility.
4c	Appendix B, Appendix A Item 2A	Page 22 and 17	c. If critical actuarial duties (IBNR, rate setting, budget) are needed after the not-to-exceed has been met, is it expected that the Contractor will stop all work including the critical duties until	We do not anticipate halting critical work while such adjustments are being finalized. Open communication with the Contractor will be essential to ensure continuity of critical services.

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			such time as the PSC has been amended?	
6	Appendix A, SOW	Page 17	<p>Because there will be a contractual not-to-exceed fee amount, will the Contractor be allowed to decline NMMIP requests for types of work not included in the Scope of Work and not of an actuarial nature? Such items might include the following:</p> <ul style="list-style-type: none"> <li>- Development of Request for Proposal documents and facilitation of solicitation processes</li> <li>- Filing NMMIP policy forms on SERFF</li> <li>- Monitoring contractual performance of NMMIP vendors</li> <li>- Responding to requests for data extracts and data analysis for non-actuarial NMMIP projects</li> <li>- Care management monitoring</li> <li>- Ad hoc projects not of an actuarial nature</li> </ul>	<p>If additional duties or work are required that exceed the defined scope or cost structure, NMMIP will address this promptly through a contract amendment or this can be addressed within the final negotiation of the Awardee's contract.</p> <p>The final contract could include an Additional Services Provision within the SOW for activities not explicitly outlined or currently contemplated within the in the Scope of Work but are necessary for the successful operation and administration of NMMIP. The RFP contains a "Sample" contract and allows for recommendations for language changes before final execution of the contract.</p> <p>We acknowledge the potential confusion caused by references to not-to-exceed limits in the model contract and will review this language for future RFPs to ensure clarity and alignment with expectations.</p>