

AMENDMENT #01

HEALTH CARE AUTHORITY

REQUEST FOR PROPOSALS (RFP)

**Professional Services for
Medicaid Policy and Program Support**



**HEALTH CARE
AUTHORITY**

RFP# 27-630-8000-0012

RFP Release Date: September 28, 2026

Proposal Due Date: October 26, 2026

ELECTRONIC-ONLY PROPOSAL SUBMISSION

This Amendment No. 01 serves to:

- **Modify the following sections on the specified pages of the RFP**
- **Provide answers to Offeror clarification questions**

The following sections on the specified pages of the RFP have been amended as follows:

CHANGE ON PAGE 12

I.C DEFINITION OF TERMINOLOGY has been amended to read as follows

11. “Electronic Submission” means a successful submittal of Offeror’s proposal in HCA’s electronic procurement portal, Bonfire.

CHANGE ON PAGE 92

APPENDIX C (DRAFT CONTRACTT, Exhibit C, DEFINITION OF TERMINOLOGY) has been amended to read as follows:

11. “Electronic Submission” means a successful submittal of Offeror’s proposal in HCA’s electronic procurement portal, Bonfire.

CHANGE ON PAGE 97

APPENDIX D (COST RESPONSE FORM) has been amended to read as follows:

The offeror should indicate a total cost per contract year for implementation of their service. Cost Proposals must be inclusive of the deliverables and activities described in Section IV.A and the Mandatory Specifications in Section IV.B.3, and should include any administrative or programmatic costs necessary to support the Offeror’s proposed methodologies, approaches, and value-added activities.

Contract Year 1 (base period): January 1, 2027-December 31, 2027

Contract Year 2 (option year): January 1, 2028- December 31, 2028

Contract Year 3 (option year): January 1, 2029- December 31, 2029

Contract Year 4 (option year): January 1, 2030- December 31, 2030

Offeror should include relevant budget tables and accompanying budget narrative.

APPENDIX D

COST RESPONSE FORM

Professional Services for
Medicaid Policy and Program Support
RFP# 27-630-8000-0012

The offeror should indicate a total cost per contract year for implementation of their service. Cost Proposals must be inclusive of the deliverables and activities described in Section IV.A and the Mandatory Specifications in Section IV.B.3, and should include any administrative or programmatic costs necessary to support the Offeror's proposed methodologies, approaches, and value-added activities.

Contract Year 1 (base period): January 1, 2027-December 31, 2027
Contract Year 2 (option year): January 1, 2028- December 31, 2028
Contract Year 3 (option year): January 1, 2029- December 31, 2029
Contract Year 4 (option year): January 1, 2030- December 31, 2030

Offeror should include relevant budget tables and accompanying budget narrative.

FIRM NAME:	
SIGNATURE:	DATE:

HCA answers to Offeror clarification questions:

TMR 10.5

Question #	RFP Section & Page Number	Question	Answer
1	Section I C (Conditions 1 to 6)	Would an offeror that provides an AI policy research and drafting platform to other state agencies, and holds no Medicaid provider, MCO or MCO-subcontractor relationships, be eligible?	Yes.
2	C. SCOPE OF PROCUREMENT Page 10	Should multiple awards result from this RFP, how does HCA intend to divide the scope of work among awardees? For example, will each need to submit competing bids for individual SOWs under this contract vehicle?	Should multiple awards be determined to be in the State's best interest, HCA will define and assign the scopes of work during contract development. These details will be provided to the selected contractors. If multiple awards are made, HCA will delineate roles, responsibilities, budgets, and deliverables among contractors to avoid redundancy and ensure effective coordination.
3	Section I.C, Scope of Procurement, pp. 10-11	The RFP permits a single award, multiple awards, or no award. If multiple awards are made, how will HCA allocate work among Contractors (for example, by SOW area or by task order), and will each Offeror's cost proposal still be evaluated against the full scope?	See previous answer. Regarding cost proposals, each Offeror's cost submission will continue to be evaluated against the full scope of work described in the RFP. The issuance of multiple awards does not alter the requirement for Offerors to propose costs based on the complete scope as published.
4	Section I.C, Scope of Procurement, Pages 10-11; Section IV.A, Detailed Scope of Work, Page 37	Section I.C indicates that the State "is seeking one or more Contractor(s) to provide Medicaid Policy and Program Support and consulting services as described in Section IV" and that "[t]his procurement may result in a single award, multiple awards, or no award." - Please identify the current contractor(s) performing Medicaid policy and program support services for HCA, if any. - If HCA currently has a contract for Medicaid policy and program support services, please provide: - The current contract's total not-to-exceed amount and annual amount(s);	HCA has an incumbent contractor for this program, Mercer Health, now operating as Marsh Health and Benefits LLC (Marsh). HCA is not disclosing a budget for these services. As indicated in the RFP, Offerors should propose a pricing package that aligns with the Scope of Work, their proposed approach, staffing model/mix, and the assumptions underlying their cost model. See additional answers throughout this document related to budget.

		b. The contract period, including any amendments or extensions; c. The total amount expended to date or in the most recent complete state fiscal year (SFY); and d. The amount expended to date or in the most recent complete SFY for non-actuarial services. 3. Please confirm that Offerors must respond to the full Scope of Work. If multiple awards are made, how will HCA delineate roles, responsibilities, and deliverables among contractors? Further, how will each contractor's budget be determined?	If multiple awards are made, HCA will delineate roles, responsibilities, budgets, and deliverables among contractors to avoid redundancy and ensure effective coordination. Regarding cost proposals, each Offeror's cost submission will continue to be evaluated against the full Scope of Work described in the RFP. The issuance of multiple awards does not alter the requirement for Offerors to propose costs based on the complete scope as published. HCA is seeking a flexible, collaborative strategic partner that is able to adapt to shifting priorities and provide support across all areas of the Scope of Work as needs arise.
5	Section I C(eligibility Condition 6)	Does "contracting with any tribal, state, or local government entity that is a Medicaid provider or contractor " include a software subscription with another state health agency or Medicaid agency for policy research tools, where the offeror provides no Medicaid services?	Not necessarily. As indicated in Condition 2 (page 10), "The Offeror must provide sufficient assurances to the State that award of a contract will not create a conflict of interest between the Contractor and HCA, any New Mexico Medicaid MCO, or any MCO subcontractor." Offerors may include any relevant assurances, disclosures, or COI-mitigation measures as part of their proposal package. The State will review these materials for responsiveness to COI and eligibility requirements. COI and potential COI disclosures may be submitted as an addendum to the proposal, consistent with the eligibility conditions outlined in the RFP.
6	Section I. C SCOPE OF PROCUREMENT – pages 10-11	For purposes of determining organizational conflicts of interest, do the restrictions apply solely to the Offeror entity submitting the proposal, or do they also extend to parent companies, subsidiaries, affiliates, joint venture partners, subcontractors, and other entities under common ownership or control?	See above.
7	I.C, Conditions 1–6, pp. 10–11	Please confirm that Conditions 1–6 apply only to relationships connected to the New Mexico Medicaid program, and not to the work of the Offeror or its affiliates for clients or programs in other states.	See above. Conditions 1–6 apply only to current relationships connected to the New Mexico Medicaid program. Work performed by the Offeror or its affiliates for Medicaid programs or other clients in other states is not restricted under these conditions unless it

			creates a current actual or perceived conflict of interest under Condition 2.
8	Section I.C, Scope of Procurement, pp. 10-11	Conditions 1–6 apply to the Offeror’s parent companies, subsidiaries, and affiliates. If an Offeror’s affiliate is a separate legal entity, such as a law firm, will HCA accept written assurances and a conflict mitigation plan (for example, information barriers and staffing separation) as satisfying Condition 2 with respect to that affiliate’s unrelated client work?	See above.
9	Section I.C, Scope of Procurement, Conditions 2, 3, and 5, pp. 10-11	Can HCA provide current lists of (a) New Mexico Medicaid MCOs, (b) MCO subcontractors, and (c) companies performing Medicaid services for HCA, so that Offerors can screen for potential conflicts? If such lists are not available, how should Offerors identify these entities?	Please see website here: Turquoise Care MCO Contracts – New Mexico Health Care Authority .
10	RFP Section I.C, Scope of Procurement, Item 2 (page 10)	Item 2 states, “The Offeror must provide sufficient assurances to the State that award of a contract will not create a conflict of interest between the Contractor and HCA, any New Mexico Medicaid MCO, or any MCO subcontractor.” Would an Offeror be able to provide sufficient assurance that no conflict of interest exists even if it has a contractual relationship with a New Mexico Medicaid MCO or its affiliates but (i) such relationship pertains solely to other states and (ii) the Offeror does not provide services to the MCO that pertain to the MCO’s or its affiliates’ participation in the New Mexico Medicaid managed care program?	See above. Offerors may submit COI and potential COI disclosures, consistent with the eligibility conditions outlined in the RFP, as an addendum to proposal packages. Offerors may include any relevant assurances, disclosures, and/or mitigation measures under Condition 2. The State will review these materials as part of its evaluation of responsiveness to COI and eligibility requirements.
11	RFP Section I.C, Scope of Procurement, Item 3 (page 10)	Item 3 states, “The Offeror agrees not to enter into any contractual or employment relationship with any MCO participating in the New Mexico Medicaid managed care program.” Would an Offeror remain eligible if it has a contractual relationship with such an MCO or its affiliates but (i) such relationship pertains solely to other states and (ii) the Offeror does not provide services to the MCO that pertain to the MCO’s or its affiliates’ participation in the New Mexico Medicaid managed care program?	See previous answer.
12	Section I.C, Scope of Procurement, Condition 3, p. 10	Does Condition 3 apply only to relationships with an MCO’s New Mexico Medicaid business, or does it also extend to the MCO’s parent or affiliated companies in other states or on non-Medicaid work? Does it apply only during the contract term?	See above.
13	RFP Section I.C, Scope of	Section I.C, Scope of Procurement, Items 2 and 3, address conflicts of interest and contractual relationships with MCOs participating in the	See above.

	Procurement, Item 2 and 3 (page 10)	New Mexico Medicaid managed care program. Would HCA consider an Offeror eligible if, during the resulting contract term, the Offeror also provides consulting services to a participating New Mexico Medicaid MCO, provided the Offeror maintains strict, documented organizational, personnel, resource, information, data, and knowledge-separation firewalls that prevent access, disclosure, or transfer across the personnel providing services under the HCA and MCO engagements?	
14	Section I.C, Scope of Procurement, Condition 4, pp. 10-11	How does HCA define “New Mexico Medicaid managed care procurements” and “potential New Mexico Medicaid managed care Offerors” as used in Condition 4? Would an award under this RFP limit the Contractor from bidding on, or performing work under, future HCA procurements in other program areas?	Condition 4 is intended to apply specifically to New Mexico Medicaid managed care procurements—procurements to select or re-procure the Managed Care Organizations administering the Turquoise Care program (or its next-generation successor). “Potential New Mexico Medicaid managed care Offerors” refers to entities that may bid to become MCOs under those procurements. An award under this RFP would not limit a Contractor from bidding on or performing future HCA procurements unrelated to Medicaid MCO selection or re-procurement.
15	Section I C. SCOPE OF PROCUREMENT – pages 10-11	If an Offeror currently holds contracts that may potentially fall within the scope of Eligibility Requirements #5 or #6, would HCA permit the Offeror to propose mitigation measures (e.g., organizational firewalls, recusal protocols, separate business units, or conflict management plans), or are such relationships considered a categorical basis for disqualification from this procurement?	See above.
16	Section I.C, Scope of Procurement, Condition 6 and following paragraph, pp. 10-11	Read literally, Condition 6 could bar contracts with any state Medicaid agency. Please confirm that Condition 6 is limited to tribal, state, or local government entities in New Mexico that are New Mexico Medicaid providers or contractors, and does not bar consulting work for other states’ Medicaid agencies, which HCA’s evaluation criteria credit as relevant experience.	Condition 6 is limited to current relationships with tribal, state, or local government entities in New Mexico that are New Mexico Medicaid providers or contractors. It does not bar consulting work for other states’ Medicaid agencies. Experience supporting Medicaid programs in other states is allowable and may be considered relevant under the evaluation criteria.
17	C. Scope of Procurement, p. 11	Section C.6 in the RFP states “The Offeror may not be contracting with any tribal, state, or local government entity that is a Medicaid provider or contractor.” We currently provide direct service Medicaid claiming services for local school districts in New Mexico. Our contract is held through Cooperative Education Services (CES). Would this disqualify us?	See above.

18	RFP §I.C, Conditions 1 through 6; pp 10-11	Section I.C applies Conditions 1 through 6 to the Offeror and its parent companies, subsidiaries, affiliates and commonly controlled divisions. Please confirm whether these conditions also apply to proposed subcontractors and consultants, and whether a subcontractor that holds a Medicaid-related contract with another state would affect the Offeror's eligibility.	Conditions 1–6 apply to the Offeror and its parent companies, subsidiaries, affiliates, and commonly controlled divisions. They also apply to proposed subcontractors or consultants only if their involvement would create an actual or perceived conflict of interest. A subcontractor’s Medicaid work in other states does not affect eligibility. The Offeror is responsible for disclosing any current relationships that could present a conflict.
19	RFP §I.C, Conditions 3 and 4 p. 10	Section I.C, Conditions 3 and 4 restrict relationships with Managed Care Organizations participating in the New Mexico Medicaid managed care program. Please confirm whether these conditions apply only to the New Mexico-licensed MCO entities, or also to their national parent organizations and affiliates, and whether they apply to engagements unrelated to Medicaid.	See above.
20	RFP §I.C, Condition 5 p. 10	Section I.C, Condition 5 states that the Offeror may not currently be a subcontractor to a company performing Medicaid services for HCA. Please clarify the scope of the phrase performing Medicaid services for HCA, and whether it is limited to contracts under which the company performs services for HCA's Medical Assistance Division.	Condition 5 is intended to apply to contractors or subcontractors performing direct Medicaid services for HCA. It is not intended to include professional services or technical assistance contracts performed for the Medical Assistance Division.
21	RFP §I.C, Condition 6 (Scope of Procurement) p. 11	Section I.C, Condition 6 states that an Offeror may not be contracting with any tribal, state, or local government entity that is a Medicaid provider or contractor. Please clarify whether this restriction applies only to entities that are Medicaid providers or contractors within the State of New Mexico/New Mexico Medicaid program, or whether it applies to an Offeror’s contracts with tribal, state, or local government entities nationwide.	See above.
22	RFP §I.C, Condition 6 (Scope of Procurement) pp. 10-11	If an Offeror has an existing contractual relationship that would otherwise fall within one of the identified eligibility exclusions or present a potential conflict of interest, would HCA permit the Offeror to propose a conflict-of-interest mitigation plan for HCA’s review and approval? If so, please identify any requirements or documentation that should be included in the proposed mitigation plan.	Offerors should submit disclosures and assurances/mitigation plans consistent with the eligibility conditions outlined in the RFP as an addendum to their proposal for HCA review.

23	Section I.C, Scope of Procurement, Conditions 1-6, Pages 10-11	Please indicate whether Offerors are required to disclose relationships that may fall within Conditions 1-6, including relationships held by parent companies, subsidiaries, or affiliates. If yes, what is the timeframe for disclosure (e.g., contracts within the most recent five years)?	Yes. Offerors must disclose any current relationships that fall within Conditions 1–6, including those involving parent companies, subsidiaries, affiliates, or commonly controlled divisions.
24	Section I.A, p. 11; Section IV.B.2, p. 45; Appendix F, pp. 99-103	May a current or former HCA employee who, while employed by HCA, directly received services from an Offeror serve as an Organizational Reference under Appendix F, provided that the individual had no involvement in the development, administration, evaluation, or award of this procurement? If the individual is a current HCA employee, may an Offeror contact that employee solely to request completion of Appendix F, if otherwise authorized by HCA, without violating the restriction that Offerors contact only the Procurement Manager regarding this procurement?	New Mexico procurement rules prohibit Offerors from contacting agency staff other than the Procurement Manager during a live solicitation.
25	Section I.C, p. 11; Section IV.B.1(b), p. 44; Appendix C, Sections 1-2, p. 57	Is there any minimum monthly or annual level of effort, minimum number of hours, or minimum availability commitment that an awarded Contractor must maintain during the contract term? May actual utilization vary over the contract term based on HCA's needs and the Contractor's then-current capacity, with the scope, schedule, and level of effort for individual assignments established before the work begins?	No. The RFP does not establish a minimum monthly or annual level of effort, minimum hours, or availability requirements. Actual utilization may vary over the contract term based on HCA's needs. Assignments will be planned and prioritized with the Contractor, and expectations for scope, schedule, and level of effort will be defined before work begins.
26	RFP §I.B. p 12 Appx C 11, p.92 §II.B.6. p 20 and §III.A p. 32	Section I.F.11 and Appendix C 11 defines Electronic Submission as a successful submittal of the Offeror's proposal in the eProNM system, while Sections I.B and III.A specify the Bonfire portal. Please confirm whether all proposal submissions are to be made through the Bonfire portal or eProNM	Bonfire is the electronic submission platform at HCA. eProNM is an historical platform no longer used. These sections have been updated in Amendment 1.
27	RFP §I.C; §V.B.4; p. 50 Appendix D; p.48, 97 Appx C Art. 3	Section I.C describes a term of up to four years beginning on or before January 1, 2027, Section V.B.4 describes a one-year base period plus three option years, and Appendix D requests cost per state fiscal year. Please confirm how the base and option periods map to New Mexico state fiscal years for cost proposal purposes, and whether Offerors may propose annual escalation for the option years.	Cost proposals should be submitted by Contract Year rather than by State Fiscal Year. Offerors should therefore propose a total cost for each Contract Year beginning on or before January 1, 2027. Offerors may propose annual escalation for option years, provided it is clearly described in the Cost Proposal. Appendix D has been updated in Amendment 1.

28	Section I.C, pp. 10-11; Section II.C.4, p. 23; Appendix E, p. 98	Does HCA require a proposed subcontractor or teaming partner to participate exclusively in a single Offeror's proposal? May an entity be identified as a proposed subcontractor or teaming partner in another Offeror's proposal while also submitting its own proposal as a prime Offeror, provided that no current subcontractual relationship exists, the entity has sufficient capacity to perform the proposed roles, and any resulting teaming or subcontract arrangement remains contingent upon award and HCA approval? If permitted, would such a contingent teaming arrangement cause the entity to be considered “currently ... a subcontractor to a company performing Medicaid services for HCA” under Section I.C.5?	Subcontractors and teaming partners do not need to participate exclusively in one proposal. A contingent teaming arrangement under this solicitation does not make an entity a current subcontractor under Condition 5.
29	RFP §I.F.21 p. 13 ; §IV.C.6; p. 48	Section I.F.21 defines Hourly Rate as the fully loaded maximum hourly rate including travel, per diem, fringe benefits and overhead costs. Please confirm that no travel, per diem or other direct costs will be reimbursed separately from the proposed rates, and please indicate whether HCA anticipates on-site presence in New Mexico and at what frequency.	Yes. As defined in Section I.F.21, hourly rates must be fully loaded and include travel, per diem, fringe, and overhead. HCA does not expect to reimburse travel or per diem separately. Any other direct costs must be identified and explained in Appendix D as part of the Cost Proposal. Routine on-site presence in New Mexico is not required. Any in-person meetings would be limited and scheduled as needed.
30	RFP §II.C.15; pp 25-26 §II.C.16; p 26 §III.B.1 items 5 and 6 p. 33	Section II.C.15 requires Offerors to identify and propose specific alternate contract language with their proposal, while also stating that exceptions may result in a proposal being deemed non-responsive. Please confirm that an Offeror may propose specific alternate language for individual provisions of Appendix C without the proposal being deemed non-responsive solely because alternate language has been proposed. Additionally, if HCA does not accept an Offeror’s proposed alternate language as submitted, will the Offeror have an opportunity to negotiate or otherwise discuss the proposed language with HCA prior to contract award?	As outlined on pages 25–26 of the RFP, the Agency discourages exceptions to the Draft Contract. If an Offeror chooses to propose alternate terms, the RFP requires submission of specific alternative language along with a brief explanation of its intent and impact. General references to an Offeror’s own terms and conditions, or attempts to replace the Draft Contract wholesale, are not acceptable and may result in disqualification. Proposing specific alternate language to individual provisions will not, by itself, render a proposal non-responsive. Any proposed alternatives will be evaluated in accordance with the RFP. As indicated, any additional terms or conditions that may be subject to negotiation (and that were proposed during the RFP process) will be discussed only with the Offeror selected for negotiations and will not constitute an opportunity to amend the Offeror’s proposal.

31	Sections II.C.15-17, pp. 25-26; Section III.B.6, pp. 34-35	Please confirm that proposing specific alternate language to individual Appendix C provisions, with the required discussion of purpose and impact, will not by itself render a proposal nonresponsive, and that HCA will consider the proposed language during contract finalization.	See above.
32	II. A. Sequence of Events, p. 18	Would HCA consider extending the proposal due date to allow vendors additional time to consider how responses to questions impact their proposals?	No. Due to internal timelines and project requirements at HCA, we are not able to extend the due date for Offeror proposals or Organizational Reference Questionnaires.
33	Section II.A, Sequence of Events, Page 18; Section II.B.6, Submission of Proposal, Page 20	The procurement timeline provides 12 calendar days between HCA's responses to written questions (October 14, 2026) and the proposal due date (October 26, 2026). Moreover, Organizational Reference Questionnaires are also due on October 26, 2026. As responses to questions regarding scope and cost structure may materially affect Offerors' responses, will the State consider extending the proposal and Organizational Reference Questionnaire due dates by two weeks to allow Offerors to fully incorporate HCA's responses and any resulting RFP amendments into their proposals.	See above.
34	Section II.B.3	Will the slides or a recording of the October 6 pre-proposal conference be posted for offerors who cannot attend?	No. The pre-proposal conference is not a prerequisite for submitting a proposal as indicated on page 19 of the RFP. No presentation materials were used beyond the agenda that was shared with all potential Offerors via the Bonfire platform beforehand. Discussion during the call was informal and not considered official; only written questions submitted by Offerors are recognized for the purposes of this procurement. Answers to all written questions are provided in this Amendment.
35	Section II.C.3-4, p. 23; Section IV.A, p. 41; Appendix C, pp. 57-91	If attorney legal services are provided through a proposed subcontractor to the prime Contractor, may HCA establish an attorney-client relationship directly with that attorney or law firm for the designated legal services, while the prime Contractor remains responsible for overall contract performance and HCA continues to make all contract payments to the prime Contractor? If so, does HCA contemplate that the attorney or law firm would be permitted to communicate directly with HCA as necessary to preserve professional independence, confidentiality, and applicable attorney-client privilege?	This Scope of Work anticipates ad hoc support providing Medicaid policy and regulatory analysis and does not constitute legal representation of HCA. This procurement does not create, and HCA does not intend to establish, an attorney-client relationship with any subcontracted attorney or law firm.
36	Section II.C.15, pp. 25-26; Section III.B.1 and III.B.6, pp. 33-35; Appendix C, p. 57	The RFP does not include a form for proposed exceptions to the Draft Contract. Please confirm the format HCA prefers. For example, would HCA accept a table listing each Appendix C provision, the specific alternate language, and a brief discussion of	The RFP does not prescribe a specific format for proposing exceptions to the Draft Contract. Offerors may provide either a redlined version of Appendix C or a summary table identifying the provision, the proposed alternative language, and the purpose and impact of the change.

		purpose and impact? Or should Offerors submit a tracked-changes version of Appendix C? If HCA prefers tracked changes. Please also confirm that this content does not count toward the 50-page limit.	Any proposed alternate language submitted with the proposal does not count toward the 50-page limit. As outlined on pages 25–26 of the RFP, the Agency discourages exceptions to the Draft Contract. If an Offeror chooses to propose alternate terms, the RFP requires submission of specific alternative language along with a brief explanation of its intent. The Agency may or may not accept any proposed alternatives.
37	Section II.C.28 New Mexico Employees Health Coverage (page 28): Appendix C; §20 p. 63	Does the requirement to offer health insurance coverage to employees working 20 or more hours on average apply only to employees residing in New Mexico? Does the requirement apply if no New Mexico employees are engaged in contract work? Does the requirement that Offeror report on coverage and refusal rates for New Mexico-based employees only, or on the coverage and refusal rates for all employees?	The New Mexico Employees Health Coverage requirement applies only to New Mexico residents employed by the Offeror. If the Offeror has, or grows to, six (6) or more New Mexico-based employees who work an average of 20 or more hours per week over a six-month period, and the expected annual value in the aggregate of all contracts the Offeror holds with the State exceeds \$250,000, the Offeror must offer and maintain health insurance for those New Mexico employees. The requirement is based on the number of New Mexico employees the Offeror has, not on which employees are assigned to the HCA contract. An Offeror cannot avoid compliance by stating that New Mexico employees will not work on this contract. The reporting requirement applies only to the Offeror’s New Mexico-based employees, including the number who accept or decline coverage.
38	Section II.C.32, p. 31; Appendix C, Articles 25 and 28, pp. 65-68	The RFP states that expenditures include federal funds. Please confirm that the resulting award is a procurement contract, that the Contractor will be treated as a contractor and not a subrecipient under 2 CFR § 200.331, and that federal requirements apply to the Contractor only to the extent they are required to flow down to contractors.	Confirmed.
39	Section III, Proposal Content and Organization (P.33)	May Offerors reorder the subsections within the Response to Specifications (e.g., Organizational Capability and Experience, Organizational References, Mandatory Specifications) if doing so presents the offeror's response more clearly for the Evaluation Committee? All required content would still be included and indexed in the Table of Contents	To support a consistent and efficient evaluation process, Offerors should follow the order of subsections as presented in the RFP. Offerors may use headings, sub-headings, formatting, and cross-references to enhance clarity, but the required subsections must remain in the specified sequence.
40	III. RESPONSE FORMAT AND ORGANIZATION	The solicitation references a “Subcontracting Plan (if applicable)” but does not include one. Should Offerors submit their own plan? If so, is there a required template?	While the RFP does not prescribe a specific template, a subcontracting plan will generally address the following elements:

	B. PROPOSAL CONTENT AND ORGANIZATION – Page 34		• Identification of each proposed subcontractor and the specific services they will provide • Rationale for selecting the subcontractor(s) • Oversight, management, and quality-assurance processes the Offeror will use to monitor subcontractor performance • Communication and coordination processes between the Offeror, subcontractor(s), and HCA • Any subcontractor-related risks and mitigation strategies • Confirmation that subcontractors will comply with all applicable RFP requirements, contract terms, security/privacy obligations, and federal/state regulations • Estimated level of effort or percentage of work assigned to each subcontractor (in Cost proposal only) Offerors may provide this information in a narrative format or in their own standard subcontracting plan format.
41	RFP §III.B.1 item 9 p 34	Section III.B.1 lists a Subcontracting Plan under Other Supporting Material. Please confirm what the Subcontracting Plan must contain, and whether any small business or diverse business participation goals apply to this procurement.	See above. There are no small business or diverse business participation goals stated in the RFP.
42	B. Proposal Content and Organization, p. 34	Do resumes, financial statements, and work plans count against the 50-page limit?	The required information is provided on page 33 of the RFP under Section III. B.1 7. Response to Specifications. <u>Offeror responses to the Specifications noted in IV.B shall not exceed 50 pages.</u> Technical specifications (IV.B) include: • Organizational Experience

			• Organizational References • Mandatory Specifications Regarding supplemental materials, page 35 clarifies that supplemental appendices may include: • Additional team biographies (beyond key personnel discussed in IV.B) • Subcontracting Plan • Other supporting material
43	RFP §III.B.8; p. 35 §III.B.1 item 7 p. 33	Section III.B.8 limits responses to the Section IV.B Technical Specifications to 50 pages. Please confirm the required font, font size, margins and line spacing, and whether supplemental appendices and required forms count toward the 50-page limit.	Please see previous answer. While the RFP does not prescribe specific formatting requirements (font, font size, margins, or line spacing), Offerors should use standard business formatting, which includes: • A legible, common business font (such as Arial, Calibri, or Times New Roman) • Font size approximately 11–12 point • Standard 1-inch margins • Standard single or 1.15-line spacing Formatting materially reduces readability or is clearly intended to circumvent the page limit may be deemed non-compliant.
44	Section III (Format)	Do the 5-page executive summary and 50-page technical limits exclude resumes, the Letter of Transmittal, required forms and supplemental appendices?	See answers above.
45	Sections III.A.2. and V.A., Pages 32 and 48	RFP Section III.A.2 instructs vendors to submit one Technical Proposal and one Cost Proposal; however, the way Table 1 in RFP Section V.A. is presented, it seems as if there is a third volume called “Business Specifications” required. Can HCA clarify whether vendors need to submit the “Business Specifications” as a separate volume, or if those business specifications are to be included as part of the Technical Proposal volume?	This information is part of the Technical volume but does not count towards the 50-page limit.
46	Sections III.B.1, IV.C., and V.A., Pages 33, 47, and 48	Section III.B.1 indicates that the Letter of Transmittal, Signed Contribution Form, Financial Stability, and other required forms should be included in the Technical Proposal; however, it is unclear, based on RFP Section IV. C. and Table 1 in RFP Section V.A, whether these items should be included instead in a separate volume titled “Business	See previous answer.

		Specifications.” Can HCA clarify whether vendors need to submit the “Business Specifications” as a separate volume, or if those business specifications are to be included as part of the Technical Proposal volume?	
47	Sections III.B.1. and III.B.8., Pages 33 and 35	Based on the instructions in RFP Section III.B.1. and III.B.8., can HCA confirm that vendors do not need to respond to each item in RFP Section IV.A. but only to items in RFP Section IV.B?	Offerors must respond to all requirements in Section IV.B (Technical Specifications) as stated in Sections III.B.1 and III.C, and must address any items in Section IV.A (Detailed Scope of Work) that are referenced within those Technical Specifications. Section IV.A provides the Detailed Scope of Work the Contractor is expected to perform under the resulting contract, while Section IV.B contains the Technical Specifications to which Offerors must respond. Offerors do not need to provide a point-by-point response to Section IV.A; however, responses to Section IV.B must clearly demonstrate the Offeror’s ability, experience, and methodology to perform the full Scope of Work described in Section IV.A.
48	B. Proposal Content and Organization, p. 34 (Item 8.)	Please confirm that financial statements should appear in both the Technical Proposal file (unredacted), as well as the Confidential Information file (redacted).	This is dependent on the organizational requirements of the Offeror. If the Offeror considers its financial statements to be confidential, they should appear only in the redacted (Confidential Information) file, as described on page 32 of the RFP. Offerors should also be mindful of the Disclosure of Proposal Contents provisions outlined on page 24 when determining whether and how to submit redacted materials.
49	Section IV.A, Detailed Scope of Work, pp. 36-41; Section IV.C.6, Cost, p. 48	Several activities in the Scope of Work appear under more than one specification area, including State Plan Amendments, CMS submissions and negotiations, quality and performance reporting, stakeholder and Tribal engagement, and federal regulatory analysis. Where an activity appears in more than one area, should Offerors treat it as a single body of work or as separate activities under each area? Should Offerors price it once or allocate its cost across areas? In the Technical Proposal, should Offerors describe the activity in each relevant section or describe it once and cross-reference it elsewhere?	Some activities appear in more than one specification area because they support multiple dimensions of the Scope of Work. Offerors should treat each activity as part of a single body of work, not as separate tasks. In the Cost Proposal, Offerors should price the work once as part of their overall approach and assumptions. In the Technical Proposal, Offerors may describe the activity once and cross-reference it in other relevant sections, as long as all required content is clearly addressed and easy for evaluators to locate.

50	Section IV.A, Detailed Scope of Work, Pages 37-40; Table A: Program & Policy Deliverables, Pages 41-42	To support staffing and cost assumptions, and to avoid providing any incumbent with an advantage, please provide approximate volumes for the most recent 12 months: 1. State Plan Amendment submissions 2. Section 1115 amendment or renewal submissions 3. Managed care contract language updates 4. Programmatic audits 5. Legislative Finance Committee reports 6. Provider rate adjustment analyses 7. Reimbursement methodology reviews 8. Development of State Directed Payment methodologies 9. Development of dashboards.	Annual volumes and timing for these activities vary significantly from year to year based on federal requirements, legislative actions, program priorities, and CMS timelines. Offerors should therefore base their staffing and cost assumptions on their own methodologies; experience implementing programs of similar complexity and scale; efficiencies; proposed staffing mix; and their interpretation of the full Scope of Work in Section IV.A and the Technical Specifications in Section IV.B. This approach supports competitive pricing and ensures the State secures the best overall value. Offerors may also wish to note that New Mexico’s Section 1115 Waiver is scheduled to expire on December 31, 2029, and the Policy and Program Support Contractor will assist HCA with robust stakeholder engagement and application preparation activities throughout 2027–2028.
51	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES – Pages 39–43	Because the Request for Proposal (RFP) includes ongoing multidisciplinary advisory services, ad hoc projects, interagency coordination, and transition support, can HCA provide historical workload information for the incumbent contract — such as annual hours, assignments by service category, deliverable counts, meeting volume, urgent requests, and peak-period staffing needs?	Workload for the activities listed varies from year to year based on federal requirements, legislative direction, CMS timelines, and program priorities. See above regarding illustrative guidance and how Offerors should develop their staffing and cost assumptions. Offerors should rely on their own methodologies; experience supporting programs of similar complexity and scale; efficiencies; proposed staffing mix; and their interpretation of the full Scope of Work in Section IV.A and the Technical Specifications in Section IV.B.
52	Section IV.A, Detailed Scope of Work, p. 37-41	Many activities in the Scope of Work are to be performed "as directed" or "as needed" by HCA. What volume and depth of work should Offerors assume for pricing? o For example, for managed care contract and policy manual updates, should Offerors assume end-to-end drafting of complete documents, a defined number of drafts or review rounds, or drafting of specific sections only? For strategic advisory activities, should Offerors assume a defined number of meetings, documents, or analyses per year?	Many activities in the Scope of Work are performed “as directed” or “as needed,” and the volume of work will vary. HCA is not prescribing specific numbers of drafts, meetings, or analyses. Offerors should base their pricing on their own assumptions for meeting the full Scope of Work and document those assumptions in the Cost Proposal as required in Section IV.C.6. In general, Offerors may assume a few rounds of review and revision of key deliverables, and that work will be completed in close collaboration with the HCA team.

53	RFP Section IV.A, Detailed Scope of Work; Section IV.C.6, Cost; Appendix D, Cost Response Form; Section V.B.4, Cost Proposal	The Scope of Work includes many activities and deliverables that are described as “as directed,” “as needed,” “as requested,” “if applicable,” or otherwise subject to HCA direction during the contract term. At the same time, Section IV.C.6 and Appendix D instruct Offerors to provide a total cost per state fiscal year, and Section V.B.4 states that cost will be evaluated based on the total proposed cost for the one-year base period plus three optional years. Given the discretionary and variable nature of the work, how should Offerors estimate total annual cost for purposes of the Cost Proposal? Additionally, because Appendix D permits Offerors to include relevant budget tables and narrative but does not prescribe a required pricing structure, how will HCA ensure pricing proposals are evaluated equitably?	The Scope of Work includes activities performed “as directed,” “as needed,” or “as requested,” and HCA is not prescribing specific volumes for pricing purposes. Offerors should estimate total annual cost based on their own experience implementing similar programs, including their proposed staffing plan and staff mix, and the assumptions and methodologies they recommend for meeting the full Scope of Work. These assumptions must be explained in the Cost Proposal as required in Section IV.C.6. Cost Proposals will be evaluated using the formula in Section V.B.4, along with the clarity and reasonableness of each Offeror’s stated assumptions and the value offered to the State.
54	Section IV.A, Detailed Scope of Work, p. 37-41	How does HCA anticipate agreeing on the scope and price of specific work during the contract term? Does HCA anticipate issuing task orders, statements of work, or annual work plans? If so, how would they be priced against the rates or amounts in the Cost Response Form?	HCA does not anticipate using a task-order model for this contract. The Scope of Work is defined in the RFP, and during the contract term HCA will identify and prioritize specific assignments through regular planning and coordination with the Contractor. HCA may also establish annual work plans to help organize and sequence major activities for the upcoming year, taking into account HCA’s priorities and funding availability. These plans will be developed collaboratively and guided by HCA. Cost proposals are evaluated against the full Scope of Work described in the RFP. Work performed during the contract term will be carried out in accordance with the rates and amounts submitted in the Offeror’s Cost Response Form.
55	Section IV.A, Detailed Scope of Work, p. 37-41	What are HCA's expectations for remote versus on-site delivery? How often, if at all, should Offerors assume in-person presence in New Mexico?	There are no ongoing onsite attendance requirements, and Offerors may assume that most meetings will be conducted virtually. In-person meetings have occurred historically around annual strategic planning. The Contractor will participate in a regular cadence of meetings with HCA staff, bureaus, and subject matter experts, including weekly stand-up or strategy meetings and additional workgroup sessions; these meetings can generally be assumed to be virtual. However, the Contractor should be amenable to periodic in-person planning meetings, generally anticipated on a

			semi-annual or annual basis, as needed. In-person attendance for stakeholder meetings, MCO meetings, legislative briefings, or CMS discussions is not routinely required and would occur only if specifically requested by HCA.
56	Section IV.A, Detailed Scope of Work, p. 37-41	Which of the nine specification areas does HCA anticipate will require the most support during the base year? Are any initiatives already planned that would require support under this contract, such as a managed care re-procurement or implementation of federal eligibility changes?	Demand for support across the nine specification areas will vary from year to year based on federal requirements, legislative direction, program priorities, and other operational factors within HCA and the State. HCA is seeking a flexible, collaborative strategic partner that is able to adapt to shifting priorities and provide support across all areas of the Scope of Work as needs arise. HCA does not project a single area as requiring the “most” support during the base year.
57	Section IV.A, Detailed Scope of Work, p. 37-41	How does HCA expect the Contractor to coordinate with HCA's other contractors, including the Medicaid Actuarial Contractor, the External Quality Review Organization, and the fiscal agent? What coordination responsibilities should the Contractor assume?	The Contractor will collaborate with HCA’s other vendors and partners as directed by HCA. Coordination generally includes participating in joint meetings when requested, sharing relevant information, and aligning deliverables as needed. The Contractor will not be responsible for managing or overseeing other contractors; HCA will lead and define all cross-contractor coordination activities.
58	Section IV.A: Medicaid Waiver Support, Page 38; Provider Reimbursement & Financial Policy Support (Non- Actuarial), Page 40; Federal Compliance & Regulatory Support, Page 40; Other Professional Expertise & Advisory Services, Pages 40-41; Table A, Page 42;	Several activities in the Scope of Work relate closely to work performed by HCA’s Medicaid Actuarial Contractor. Please describe the expected division of labor for items such as Section 1115 budget neutrality calculations, State budget requests and long-term budget modeling, and methodologies for State Directed Payments.	Activities such as Section 1115 budget neutrality, State budget modeling, and State Directed Payment methodologies will continue to be led by HCA’s Medicaid Actuarial Contractor. The Contractor under this procurement may provide policy or programmatic support as directed by HCA but will not duplicate actuarial work. HCA will define coordination expectations for specific assignments to ensure alignment across contractors.

	Section IV.B.3(g), Page 46		
59	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES – Pages 39–43	How present is the contractor expected to be in HCA’s day-to-day work and internal meetings? For example, will HCA use the contractor as an extension of its staff (staff-extender) vs. having dedicated work sessions with the contractor and having the contractor independently develop and submit deliverables?	The Medicaid Policy and Program Support Contractor is a key partner to the Medical Assistance Division/HCA, and Offerors should anticipate a regular cadence of meetings with division staff, bureaus, and subject matter experts. Offerors should assume weekly stand-up or strategy meetings, additional weekly workgroup meetings, and ongoing informal work sessions associated with activity-specific workstreams. HCA does not expect the contractor to function as a day-to-day “staff extender.” The contractor will not be embedded in HCA’s operations or take on routine staff responsibilities. Instead, HCA will engage the contractor through structured work sessions, planning discussions, and topic-specific meetings. Following these discussions, the contractor will independently develop analyses, materials, and deliverables for HCA review. The contractor is not expected to lead external meetings without HCA present. Engagements with MCOs, CMS, legislative stakeholders, and others will occur on an as-needed basis and will be coordinated and led by HCA.
60	IV.A.1.2 General Medicaid Policy Development & Strategic Guidance – Pages 39–40	Does general Medicaid policy support include participation in recurring internal meetings, policy workgroups, stakeholder meetings, and follow-up discussions in addition to preparation of written products and deliverables? If so, can HCA identify the anticipated number of recurring meetings and ad hoc meetings per month?	See previous answer.
61	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES – Pages 39–43	What data is the contractor expected to receive to support the required activities? Will detailed encounter data intake and processing be necessary, particularly for data analytics and provider reimbursement analysis? If so, on what frequency?	The Contractor will receive access to data necessary to support the activities assigned by HCA. This may include summary reports, program documentation, and analytic outputs prepared by HCA or other contractors. The Contractor is not expected to perform detailed encounter data intake, processing, or large-scale data management functions; those responsibilities remain with HCA and its Medicaid Actuarial Contractor. For analytics or reimbursement-related activities, the Contractor may use data extracts or reports provided by HCA or its contractors, as directed. Any such data would be shared on an

			as-needed basis, and HCA is not prescribing a specific frequency.
62	IV.A.1.2 General Medicaid Policy Development & Strategic Guidance – Page 39	For legislative and regulatory guidance documents, how many documents or discrete assignments are anticipated annually, and what is the expected range of complexity and turnaround time?	The volume and complexity of legislative and regulatory guidance documents varies significantly from year to year based on legislative activity, CMS directives, and emerging policy priorities, so HCA cannot project a specific number of assignments or turnaround times. The contractor should expect to provide support, contribution, and counsel in this activity area, with level of effort depending on budget availability and the urgency of each request. The contractor will participate in planning and work sessions with HCA but will not necessarily lead all analyses. In some cases, HCA may lead with contractor support; in others, the contractor may be asked to independently develop draft materials for HCA review.
63	IV.A.1.2 General Medicaid Policy Development & Strategic Guidance – Page 40	Does support for formal Tribal consultation include consultation planning, agenda and presentation development, participation in consultation sessions, meeting documentation, response tracking, and revisions to policy materials? If so, can HCA provide the anticipated number of formal consultation processes and sessions per year?	Support for Tribal consultation may include assistance with planning, materials development, participation, documentation, response tracking, and revisions to policy materials, as directed by HCA. The specific activities and level of contractor involvement will vary and will be coordinated with HCA’s Tribal Liaison. HCA is not prescribing a set number of formal consultation processes or sessions per year; volume will depend on program needs and priorities during the contract term.
64	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, General Medicaid Policy Development & Strategic Guidance; Provider Reimbursement & Financial Policy Support (Non-Actuarial) – Pages 40 and 42	For State Plan Amendments (SPAs), should Offerors assume responsibility for the full lifecycle of each SPA — including research, drafting, fiscal and operational coordination, stakeholder engagement, Centers for Medicare & Medicaid Services (CMS) submission materials, negotiation, revisions, and implementation support? What is the anticipated number of SPAs per year?	The number of State Plan Amendments varies from year to year based on federal requirements, legislative actions, program priorities, and CMS timelines. HCA does not prescribe a set number of SPAs for Offerors to assume for pricing or staffing purposes. Yes. Offerors should assume responsibility for supporting the full lifecycle of SPA development, including research, drafting, fiscal and operational coordination, stakeholder engagement, preparation of CMS submission materials, negotiation and revision processes, and implementation support, as applicable to the assignments directed by HCA.

65	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Medicaid Waiver Support – Page 38	For Section 1115 waiver support, does HCA expect the contractor to support the full workstream for each assignment, including research, analysis, drafting, internal review, revisions, project tracking, and final submission for implementation materials? If so, can HCA provide the anticipated number of routine waiver assignments per year, excluding major renewal or amendment projects?	See above regarding variability in annual volumes and workload. Yes, the Contractor should expect to support the full workstream for each Section 1115 waiver assignment, including research, analysis, drafting, internal review, revisions, project tracking, and preparation of submission and implementation materials. The number and complexity of waiver-related assignments will vary based on CMS Special Terms and Conditions, follow-up requirements, and HCA's program needs.
66	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Medicaid Waiver Support – Page 38	Does waiver renewal or amendment support include research, stakeholder engagement, evaluation design, expenditure and budget neutrality work, testing materials, CMS briefing materials, CMS calls, Special Terms and Conditions (STC) review and negotiation, submission packages, and post-submission revisions? If so, should Offerors assume that multiple waiver renewal or amendment workstreams may occur concurrently?	Yes. Waiver renewal and amendment support may include the full range of activities listed—such as research, stakeholder engagement, evaluation design, expenditure and budget neutrality support, development of testing and briefing materials, CMS communications, review and negotiation of Special Terms and Conditions, preparation of submission packages, and post-submission revisions. Offerors should also assume that multiple waiver renewal or amendment workstreams may occur concurrently, if needed and as directed by HCA.
67	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Medicaid Waiver Support – Page 40	For expenditure and budget neutrality support, is the policy contractor expected to develop the programmatic assumptions, documentation, narrative, and reporting materials, while HCA's actuarial contractor performs the actuarial or financial modeling? Please confirm the expected division of responsibilities.	For expenditure and budget neutrality support, the Medicaid Actuarial Contractor will continue to lead actuarial and financial modeling activities. The Contractor under this procurement may be asked to support programmatic assumptions, narrative development, documentation, and related policy materials as directed by HCA, but will not duplicate actuarial work. HCA will define specific roles and coordination expectations for each assignment to ensure alignment across contractors.
68	Section IV.A, Other Professional Expertise & Advisory Services, pp. 40-41	The scope includes "legal expertise supporting Medicaid policy and operations." Please clarify whether HCA expects legal advice from licensed attorneys, or Medicaid policy and regulatory analysis that does not constitute legal representation of HCA.	This Scope of Work anticipates ad hoc support providing Medicaid policy and regulatory analysis and does not constitute legal representation of HCA. This procurement does not create, and HCA does not intend to establish, an attorney-client relationship with any subcontracted attorney or law firm. Any communications with subcontracted legal personnel would occur within the Contractor's engagement and under the Contractor's responsibility for contract performance.

69	Section IV.A, p. 41; Section IV.B.3(h), pp. 46-47; Appendix C, p. 73	The Scope of Work expressly requires “Legal expertise supporting Medicaid policy and operations” and refers to expertise in “Medicaid-related legal domains.” Please confirm whether HCA intends these requirements to include access, when needed, to licensed attorneys who can provide HCA with legal advice in an attorney-client capacity regarding Medicaid law, federal requirements, managed care, waivers, reimbursement, compliance, and related matters. Specifically, would an Offeror satisfy this requirement solely by providing policy or regulatory consulting from personnel with legal training, with HCA’s own legal counsel independently responsible for all legal advice and legal conclusions? Or does HCA expect the Contractor to make qualified attorney legal services available as part of the services offered under this procurement?	This scope point assumes ad hoc support providing Medicaid policy and regulatory analysis that will not constitute legal representation of HCA. This scope of work does not imply that HCA will establish an attorney-client relationship under this procurement. HCA confirms that an Offeror would satisfy this requirement by providing policy or regulatory consulting from personnel and would not be independently responsible for all legal advice and legal conclusions.
70	Section IV.A, p. 41; Section IV.B.1(b), p. 44; Section IV.B.3(h), pp. 46-47; Section II.C.4, p. 23	If HCA intends the legal expertise requirements to include legal services provided by licensed attorneys in an attorney-client capacity, may a non-law-firm Offeror satisfy that requirement through a qualified attorney or law firm serving as a proposed subcontractor or teaming partner? If so, must the Offeror identify in its proposal the attorney(s) or law firm that will provide those legal services, including their qualifications, role, and anticipated level of effort, or may the Offeror obtain the required legal-services capability after contract award?	See previous answer.
71	Section IV.A, Provider Reimbursement & Financial Policy Support and Other Professional Expertise, pp. 40-41	The scope references "long-term budget modelling" and "any other rate determinations that may result from policy changes," while Provider Reimbursement & Financial Policy Support is described as non-actuarial. Please confirm whether the Contractor is expected to develop or certify actuarially sound rates, or if such work remains with HCA's Medicaid Actuarial Contractor.	Yes. Work such as long-term budget modeling and rate-related analyses, including any rate determinations that may result from policy changes, will continue to be performed by HCA’s Medicaid Actuarial Contractor. The Contractor under this procurement may provide policy, programmatic, or analytic support as directed by HCA, but is not expected to develop or certify actuarially sound rates or perform actuarial modeling.
72	Section IV.A, Detailed Scope of Work, Transition, p. 41	Does Transition Support cover transition-in from an existing contractor, transition-out at the end of the contract term, or both? What activities should Offerors assume?	Transition Support includes both transition-in from any existing contractor and transition-out at the end of the contract term. As described in Section IV.A (Transition Requirements), Offerors should assume participation in knowledge-transfer activities, documentation review and updates, coordination with outgoing or incoming contractors as directed by HCA, and preparation of materials necessary to ensure continuity of operations. Transition-out activities will include transferring all State-owned models, data, methodologies, documentation, and work

			products, and assisting in a structured transition plan. All transition activities will be led and coordinated by HCA.
73	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Managed Care Procurement & Contract Support – Page 41	If HCA initiates a managed care re-procurement during the contract period, should Offerors price for full procurement support — including evaluation criteria, scoring tools, procurement questions, contract drafting, stakeholder presentations, evaluation consensus, actuarial coordination, and negotiations? Or will that work be separately authorized and funded? How many re-procurements does HCA anticipate during the contract period?	The Scope of Work includes the possibility that HCA may request support for a managed care re-procurement during the contract period. Offerors should therefore include assumptions in their Cost Proposal that account for providing support in this area as needed. HCA is not directing Offerors to price a full, end-to-end procurement effort; any work related to a re-procurement would be planned and prioritized by HCA based on program needs and available budget and completed within the annual cost proposed in Appendix D. HCA does not anticipate more than one managed care re-procurement during the contract term, but timing and level of effort cannot be determined in advance.
74	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Medicaid Program Design & Implementation Support – Page 39	What does “Non-Title XIX, State-only program development” entail, and what is the expected volume of this work?	priorities. Offerors should assume providing support, contribution, “Non-Title XIX, State-only program development” refers to policy and program design activities for initiatives funded solely with State resources and operating outside federal Medicaid authorities. These efforts may include developing policy guidance, drafting regulatory language, preparing program materials, and supporting implementation planning for State-initiated programs that intersect with Medicaid operations. The volume of this work varies based on legislative direction, budget availability, and emerging State priorities. Offerors should assume providing support, contribution, and counsel in this area, but the Contractor will not necessarily lead all analysis. HCA will define expectations for each assignment during regular planning and coordination.
75	IV.A.1.2 SUMMARY OF REQUIRED ACTIVITIES, Data Analytics, Reporting &	What volume and turnaround time should Offerors anticipate for CMS-required reports, Legislative Finance Committee (LFC) reporting, Inspection of Public Records Act (IPRA) requests, and audit requests, and are these requests expected to require original analysis or primarily document retrieval and coordination?	The volume and turnaround time for CMS-required reports, LFC reporting, IPRA requests, and audit requests vary significantly from year to year based on legislative activity, CMS directives, and other external factors. HCA cannot provide fixed estimates. The Contractor should expect to provide support, contribution, and counsel for these activities, with level of effort depending on the nature and urgency of each request. Some assignments

	Performance Management – Pages 39–40		may require original analysis, while others may involve document retrieval, coordination, or review. The Contractor will not necessarily lead all analyses; HCA will define expectations for each request.
76	IV.A.1.2 Provider Reimbursement & Financial Policy Support (Non-Actuarial) – Page 40	What services or fee schedules are within scope for the provider rate adjustment analysis task?	The specific services or fee schedules included in provider rate adjustment analysis may vary from year to year based on federal requirements, legislative actions, program priorities, CMS timelines, and HCA needs. Any service or fee schedule may fall within scope as directed by HCA.
77	IV.A.1.2 Provider Reimbursement & Financial Policy Support (Non-Actuarial) – Page 40	Does the provider reimbursement and financial support include the development, updating, and implementation of specific fee schedules or rates on an annual basis?	No. The Provider Reimbursement and Financial Policy Support described in the Scope of Work is non-actuarial. Development or updating of fee schedules or rates remains the responsibility of HCA’s Medicaid Actuarial Contractor.
78	IV.A.1.2 Provider Reimbursement & Financial Policy Support (Non-Actuarial) – Page 40	Does the provider reimbursement and financial support include benchmarking payments to other states and/or other payers?	Provider reimbursement and financial policy support under this procurement is non-actuarial. Benchmarking payments to other states or payers may be requested as part of policy or programmatic analysis, but the Contractor will not be responsible for actuarial rate setting or development. Any benchmarking work would be directed by HCA as needed.
79	Section IV.B.1, Page 43	For responses to RFP Section IV.1.a, does the State expect vendors to provide a response that address the first set of bullets and another response that addresses the second set, or is it acceptable to incorporate the second set of bullets into our response to the first to avoid considerable repetition, especially given the page limit?	The two bullet sets in Section IV.B.1 together make up the Offeror’s Organizational Experience response. Offerors may address them within a single integrated narrative to avoid repetition, as long as both areas are clearly covered and easy for evaluators to locate.
80	Section IV	Will HCA consider technology-enabled delivery, such as an AI platform that drafts SPA, waiver and contract language with citations for HCA staff review, as part of the policy support services?	HCA would be open to considering the use of technology-enabled tools, including AI-supported drafting platforms, as part of an Offeror’s overall package of services, provided all applicable data privacy, security, and confidentiality requirements can be met in coordination with HCA’s technology team. Any such tools should be presented as supporting mechanisms, with final work products remaining subject to HCA review and approval.

81	Section IV (Scope of Work)	Does HCA expect named key personnel for every listed role, or may an offeror propose a team structure in which one person covers more than one role?	An Offeror may propose a team structure in which one person fulfills more than one role, provided the Offeror demonstrates that the individual has the qualifications, availability, and capacity to perform all responsibilities assigned. Offerors should clearly describe their proposed staffing structure, identify all key personnel, and explain how the proposed arrangement meets the requirements of the RFP.
82	Section IV.B.1(c)	If an offeror's revenue is not reported by service line, may it describe the share of its work devoted to Medicaid and health policy instead of a revenue percentage?	Yes.
83	Section IV.B.1–2 – Organizational Experience and Organizational References, Pages 43–45	For a newly established consulting firm, may relevant Medicaid policy and program engagements and similar project experience previously performed by the Offeror's proposed key personnel or principal, while employed by or engaged through other organizations, be presented to demonstrate relevant experience and capability under Sections IV.B.1 and IV.B.2? If so, may clients associated with those prior engagements serve as references, provided the proposal and reference accurately identify the individual's role and the organization under which the work was performed?	Yes. A newly established consulting firm may present relevant Medicaid policy and program work previously performed by proposed key personnel or principals while employed by other organizations, as long as the proposal clearly identifies the individual's role and the organization under which the work was performed. Clients from those prior engagements may also serve as references, provided the reference accurately reflects the capacity in which the work was performed and does not misrepresent the engagement as work performed by the current Offeror.
84	Section IV.B.1, pp. 43-44; Section IV.B.3, pp. 45-47; Section V.B.1, p. 49	For a recently established, principal-led Offeror, may the Offeror rely upon substantially similar Medicaid policy and program experience performed by its proposed principal before formation of the Offeror, provided the proposal clearly identifies the capacity in which the work was performed and does not represent that the work was performed under contract with the Offeror? If so, may that experience be considered in evaluating Organizational Capability and Experience and the Mandatory Specifications?	Yes. See previous answer.
85	Section IV.B.1.a, p. 43; Section IV.B.3, p. 45-47	It appears that HCA is looking for nearly identical information under Organizational Experience (Section IV.B.1.a, p. 43) and Mandatory Specifications (Section IV.B.3, p. 45-47) in the following categories: - o General Medicaid Policy Development & Strategic Guidance - o Medicaid Waiver Support - o Managed Care Procurement & Contract Support - o Medicaid Program Design & Implementation Support - o Data Analytics, Reporting & Performance Management	The categories listed appear in both sections, but HCA is seeking different types of information in each. Organizational Experience (Section IV.B.1.a) asks Offerors to describe their past work and demonstrated experience in these areas. Mandatory Specifications (Section IV.B.3) ask Offerors to explain how they will meet the specific requirements of this RFP going forward. Together, these sections provide evaluators with both past performance and proposed approach.

		○ Provider Reimbursement & Financial Policy Support (Non-Actuarial) ○ Federal Compliance & Regulatory Support ○ Transition support ○ Other professional expertise and advisory services How does HCA distinguish between the information it is seeking in the Organizational Experience and Mandatory Specifications sections?	
86	IV.B.1.d Organizational Experience – Page 44	Must the two project successes and two challenges required under Section IV.B.1(d) come from four distinct engagements, or may an Offeror draw a success AND a challenge from each of only two engagements?	Offerors may use their judgment when determining the most impactful way to demonstrate organizational capability and experience.
87	Section IV.B.1.c, p. 44	Please confirm whether "firm" refers to the proposing legal entity or its broader corporate structure, and whether the percentage of firm revenue may be submitted in the Confidential Information file.	Offeror may use judgment here as long as the information is clearly presented within the proposal.
88	Section IV.B.2, pp. 44-45; Section III.A, p. 32	Section IV.B.2 requires three references "for each of the Components Offeror is submitting proposals for." Because Section III.A calls for a single proposal, please confirm that three references in total satisfy the requirement.	The "component" verbiage was included in error. HCA confirms that three references in total satisfy the requirement.
89	RFP §IV.B.2 (Organizational References) p. 45	Section IV.B.2 requires three references for each of the Components the Offeror is submitting proposals for. The RFP does not define or list Components. Please confirm whether the scope of work is divided into separately biddable components and, if so, please identify them.	See previous answer. Although the RFP allows for the possibility of multiple awards if the State determines that doing so is in its best interest; however, all Offerors must propose on the complete Scope of Work.
90	Section IV.B.2, Organizational References, Pages 44-45	Section IV.B.2 requires a minimum of three references for "each of the Components the Offeror is submitting proposals for;" however, the RFP does not define "Components." Please clarify the State's expectations regarding this requirement.	See above.
91	Section IV.B.2, Organizational References, pp. 44-45	How will HCA score organizational references if more than the minimum three are received?	As indicated on page 50 of the RFP, HCA will award points for each Organizational Reference Questionnaire received, up to the maximum points allocated for this category. Submitting more than the minimum three references does not increase the total possible points an Offeror may earn; it simply provides additional reference information for evaluators to consider. All reference questionnaires received by the deadline will be scored in accordance with the established scoring methodology.

92	IV.B. TECHNICAL SPECIFICATIONS 2. Organizational References Page 45	Must organizational references be for the Prime only, or are organizational references related to past performance of subcontractors also count toward scoring of a minimum of three (3) external references?	As indicated in Section V.B.2, Offerors will be evaluated on references that demonstrate positive service history, successful execution of services, and evidence of satisfaction by each reference. References describing substantially similar services or scopes of work may add weight and value during the evaluation process. It is up to the Offeror to determine which references best meet these criteria. HCA confirms that references reflecting the past performance of proposed subcontractors may be included, provided they clearly describe the capacity in which the work was performed and are not misrepresented as prime-contract experience.
93	Section IV.B.2, p. 45; Appendix F, pp. 99-103	May a recently established, principal-led Offeror submit an Organizational Reference Questionnaire from an organization whose representative directly supervised or received substantially similar services from the Offeror's proposed principal within the previous five years, where those services were performed before the Offeror was established, provided the questionnaire clearly identifies the capacity in which the work was performed and does not represent that the organization contracted with the Offeror?	Yes. As indicated in Section V.B.2, Offerors will be evaluated on references that demonstrate positive service history, successful execution of services, and evidence of satisfaction by each reference. References describing substantially similar services or scopes of work performed by proposed key personnel may add weight and value during the evaluation process. It is up to the Offeror to determine which references meet these criteria, and HCA confirms that references reflecting the past performance of proposed personnel—whether performed under the current organization or prior entities—may be included, provided the capacity in which the work was performed is clearly described and not misrepresented.
94	RFP §IV.B.2; p. 45 Appendix F; p. 99 §II.A (Sequence of Events) p. 18	Appendix F requires business references to submit the Organizational Reference Questionnaire directly to HCA by October 26, 2026 at 4:00 pm Mountain Time. Please confirm whether a reference questionnaire received after that date and time will be considered, and whether the Sequence of Events will be updated to include this deadline.	Organizational Reference Questionnaires are due to the Proposal Manager at HCA no later than October 26, 2026, at 4:00 p.m. Mountain Time. Any questionnaires not received by that deadline will be considered a lack of response and will receive zero points in the evaluation.
95	RFP §IV.B.2; p. 45 Appendix F; p. 99 §II.A (Sequence of Events) p. 18	If an Offeror's reference supplied Reference Questionnaires to HCA in response to a previous RFP, can those questionnaires apply to this RFP or to they need to be repeated?	As indicated in Section V.B.2, Offerors will be evaluated on references that show positive service history, successful execution of services, and evidence of satisfaction by each reference. References indicating significantly similar services or scopes of work, and comments provided by a submitted

			reference, may add weight and value during the evaluation process. It is up to the Offeror to determine which of its organizational references meet this criteria.
96	Section IV.B.3 (Mandatory Specifications)	How will HCA evaluate "experience performing Medicaid policy and program activities ... for other state Medicaid programs of similar size"? Would Medicaid policy research, program integrity analysis and policy drafting support for a state health department qualify?	Yes. HCA will evaluate experience with other state Medicaid programs of similar size based on its relevance to the activities described in the Scope of Work and the evaluation factors in Section V.B. Experience such as Medicaid policy research, program integrity analysis, and policy drafting for another state health agency may qualify, as long as the work is clearly described and demonstrates comparable complexity and scope.
97	Section IV.B.3, Page 45-47	While items a-i in Section IV.B.3 ask for "Ability," can HCA confirm that what you are looking for here is vendors' methodology and approach to providing the services requested?	Yes. Items a-i in Section IV.B.3 ask Offerors to demonstrate their ability to meet the Mandatory Specifications, which includes describing the methodology and approach they will use to perform the required services.
98	Section IV.C.6, p. 48; Table A, p. 41	- Section IV.C.6 indicates that "cost will be measured by the total cost per state fiscal year for implementation of their service. The cost should be inclusive of completing all of the specifications." Can HCA provide a level of effort expected for each deliverable specified in Table A? For example: - How many State Plan Amendments does HCA anticipate needing support with each year? - How many policy impact analyses, issue briefs, or legislative or regulatory analyses? - How many Section 1115 amendments, renewals, and other CMS-required deliverables? - How many managed care contract amendments, policy manual updates, or letters of direction? - How many MCO readiness reviews? - How many dashboards or recurring reports, and how often? - How often does HCA expect to meet with the Contractor, and with which staff (program staff, leadership, or both)? - If HCA cannot provide anticipated volumes: - Can HCA share historical volumes, such as the number of SPAs or waiver amendments submitted in the past year, for Offerors to use as a reference?	HCA cannot provide level-of-effort estimates or anticipated volumes for the deliverables in Table A, as these activities vary significantly from year to year based on federal requirements, legislative direction, CMS timelines, and program priorities. Offerors should therefore develop and document their own workload and staffing assumptions in the Cost Proposal, as required by Section IV.C.6, and propose a pricing model that reflects their methodology and interpretation of the full Scope of Work. HCA will evaluate Cost Proposals as submitted, considering the clarity and reasonableness of each Offeror's stated assumptions, and will not normalize proposals to a common level of effort.

		○ Alternatively, should Offerors state their own volume assumptions for each deliverable? If so, how will HCA compare cost proposals that rest on different assumptions?	
99	Section IV.C.6, Cost, p. 48	Section IV.C.6 requires a narrative describing the assumptions used to develop proposed costs. Should Offerors document assumptions for each specification area, such as assumed volume, frequency, and duration of activities? Should these assumptions appear only in the Cost Proposal, or also in the Technical Proposal?	Offerors should document any assumptions used to develop their proposed costs in the Cost Proposal only, as required in Section IV.C.6. Assumptions may include anticipated volume, frequency, duration of activities, methodological considerations, staffing approach, or other factors based on the Offeror's experience delivering similar work. Assumptions should not be included in the Technical Proposal. The Technical Proposal should focus on the Offeror's approach and methodology for meeting the Scope of Work, while the Cost Proposal should clearly describe the assumptions that informed the cost model.
100	Section IV.C.6, Cost, p. 48; Appendix D, p. 97	The Scope of Work covers nine broad service areas, and the volume of work in each will depend on HCA's needs during the contract period. How does HCA intend Offerors to price work whose volume is not yet defined? For example, does HCA expect a fixed price, a schedule of hourly rates, or a fixed monthly amount for a defined level of effort with hourly rates for additional work?	The RFP does not prescribe a common set of workload or level-of-effort assumptions. Offerors should base their proposed costs on their own methodologies, staffing approaches, and assumptions for meeting the full Scope of Work, and should document those assumptions in the Cost Proposal as required in Section IV.C.6. Compensation will be based on the annual total cost and the rates proposed in the Offeror's Cost Response Form and approved through the procurement process. HCA does not anticipate the use of a fixed annual fee structure.
101	Section IV.C.6, p. 48; Section V.B.4, pp. 50-51; Appendix D, p. 97	Appendix D requests a total cost per state fiscal year, while the RFP does not appear to specify a common assumed number of hours, FTEs, projects, assignments, or deliverable volumes. What common workload or level-of-effort assumptions should Offerors use so that total proposed costs are evaluated on an equivalent basis? Is the proposed annual amount intended to be a fixed annual fee, a not-to-exceed amount based on anticipated utilization, or an estimated amount with actual compensation based on proposed personnel rates and work assigned?	See previous answer.
102	Section I, Definition of Terminology, Item 21, Hourly Rate, Page 13;	Please confirm whether the resulting contract(s) will be compensated on an hourly basis subject to an annual NTE. If the contractor is not compensated on an hourly basis subject to an annual NTE, please clarify how the contractor will be compensated. Further, may Offerors propose invoicing using a blended hourly rate.	The resulting contract(s) will be compensated in accordance with the rates and amounts proposed in the Offeror's Cost Response Form and approved through the procurement process. Offerors may propose hourly rates by role, and may propose blended rates if they choose, provided the proposal offers

	Section IV.C.6, Cost, Page 48; Appendix C, Section 2, Compensation, Page 57		sufficient transparency into how those rates were developed and how they relate to the Offeror's staffing approach and assumptions. All work performed must align with the annual Total Cost proposed and approved by HCA.
103	Section IV.C.1 – Financial Stability, Page 47; Section V.B.5 – Financial Stability, Page 51	For a newly established Offeror that does not have independently audited financial statements, a Form 10-K, or a completed fiscal-year audited financial history, Section IV.C.1 permits the Offeror to submit sufficient alternative information to enable the Evaluation Committee to assess financial stability. How will the viability ratio described in Section V.B.5 be calculated for such an Offeror, and what alternative financial documentation will HCA accept to establish a PASS for the Financial Stability requirement?	For newly established Offerors without audited financial statements, HCA will evaluate financial stability based on the alternative documentation submitted under Section IV.C.1. In these cases, the viability ratio in Section V.B.5 will be assessed using the information available. HCA will not disqualify an Offeror solely because audited financials are not yet available. Acceptable alternative documentation may include internally prepared financial statements, bank or credit references, evidence of capital or financing commitments, or similar materials demonstrating financial capacity.
104	Section IV.C.1, p. 47; Section V.B.5, p. 51	For a recently established, privately held single-member PLLC that does not have audited financial statements or a Form 10-K, may the Offeror satisfy the Financial Stability requirement by submitting unaudited entity-level financial statements and/or other business financial information, such as a D&B report? Please confirm that the viability ratio is based solely on the assets, liabilities, and equity of the Offeror entity and that personal financial statements, personal assets or liabilities of the owner/member, and a personal guarantee are not required. In addition, where the Offeror has zero liabilities, please clarify how HCA will calculate or evaluate the required equity-to-liabilities viability ratio.	Newly established Offerors, including a single-member PLLC, may satisfy the Financial Stability requirement with alternative financial documentation. The viability ratio will be assessed using the information available for the Offeror entity. Personal financial statements or guarantees are not required. If the Offeror has no liabilities, HCA will review the submitted materials to assess stability and will not automatically disqualify the Offeror based on the ratio. All Offerors must still demonstrate sufficient organizational and staffing capacity to perform the full Scope of Work.
105	RFP §IV.C.1; p. 47 §V.B.5 p. 51	Section IV.C.1 requests the most current Form 10-K and Section V.B.5 defines the viability ratio as Total Equity divided by Total Liabilities. Please confirm that an Offeror that is not an SEC registrant may satisfy this requirement with independently audited financial statements alone, and that net assets may be used as Total Equity for purposes of the viability ratio.	An Offeror that is not an SEC registrant may meet the Financial Stability requirement by submitting independently audited financial statements. For purposes of the viability ratio in Section V.B.5, net assets may be used as Total Equity. HCA will assess financial stability based on the information submitted for the Offeror entity.
106	Section IV.C.1, p. 47; Section V.B.5, p. 51	Professional services firms organized as partnerships or LLCs may not issue 10-Ks or audited statements, and their equity-to-liabilities ratio may not reflect financial capacity because earnings are distributed to partners or members. Please describe the alternative documentation HCA will accept (for example, a D&B report or a letter from an independent	Offerors may submit alternative financial documentation as noted in previous answers. The viability ratio will be assessed using the information available for the Offeror entity, and HCA will evaluate stability even when traditional equity-to-liability measures are not applicable. If the Offeror is a subsidiary or affiliate, financial information for the Offeror should be

		CPA or bank) and how the 1.00:1.00 viability ratio will be applied in that case. Please also confirm which entity's financials are required if the Offeror is a subsidiary or affiliate of a larger organization.	provided, and supporting financial information for the parent or affiliated organization may also be submitted to demonstrate stability.
107	Section IV.C.6, p. 48; Appendix D, p. 97	Appendix D asks for "relevant budget tables and accompanying budget narrative." Please confirm Offerors may propose fully loaded hourly rates by position, consistent with the "Hourly Rate" definition, without breaking rates into salary, fringe, indirect, or other cost elements. Please also confirm whether the one-page positions list should identify named staff or labor categories.	Yes. Offerors may propose fully loaded hourly rates by position without breaking those rates into salary, fringe, indirect, or other cost elements. Any additional direct costs should be identified in Appendix D. Offerors may identify either named staff or labor categories on the one-page positions list.
108	Section V.B.4, Cost Proposal, pp. 50-51	The cost formula awards points in proportion to the lowest responsive Offeror's cost, and the scope is broad. How will HCA evaluate Cost Proposals whose lower costs reflect minimal assumed levels of effort? Will HCA normalize costs to a common level of effort or assess the reasonableness of each Offeror's assumptions?	HCA will not normalize Cost Proposals to a common level of effort. Costs will be evaluated as proposed, along with the assumptions provided in Section IV.C.6. Offerors are responsible for proposing a level of effort that aligns with their approach to meeting the full Scope of Work, and HCA will assess the reasonableness of each Offeror's assumptions as part of the evaluation.
109	RFP generally; §V.B.4; p. 50 §IV.C.6 p. 48	The RFP does not state an estimated contract value, annual ceiling or expected level of effort. Please provide an estimated annual contract value, or an estimated range of hours by labor category, so that Offerors may price the scope of work on a consistent basis.	See above.
110	Section IV.C.6, Cost, Page 48; Section V.B.4, Cost Proposal, Page 50; Appendix D, Cost Response Form, Page 97	Appendix D and Section IV.C.6 request a total cost per SFY, while Section V.B.4 evaluates cost for a one-year base period plus three optional years with the contract beginning on or before January 1, 2027. Please specify the pricing periods Offerors should use (state fiscal years, including a partial SFY 2027 from January through June 2027, or 12-month contract years), and confirm the total that will be used in the cost evaluation formula.	Cost proposals should be submitted by Contract Year rather than by State Fiscal Year. Offerors should propose a total cost for each Contract Year beginning on or before January 1, 2027. Offerors may propose annual escalation for option years, provided it is clearly described in the Cost Proposal. Appendix D has been updated in Amendment 1.
111	Appendix C, Section 2, Pages 57-58; Section IV.C.6, Page 48; Appendix D, Page 87	Appendix C, Section 2 establishes compensation not to exceed an amount excluding New Mexico gross receipts tax; however, Section IV.C.6 and Appendix D do not address gross receipts tax. To ensure cost proposals are scored fairly across submissions, please confirm whether total costs in the Cost Proposal should exclude New Mexico gross receipts tax.	Offerors should propose costs exclusive of GRT for evaluation purposes. If awarded, the resulting contract will include GRT as applicable to payments made under Appendix C.

112	Appendix C, Section 2, Compensation, Page 57	Appendix C, Section 2 requires a not-to-exceed (NTE) compensation amount. Please indicate the amount HCA has budgeted for these services for SFY 2027 (January-June 2027) and SFY 2028. If HCA will not disclose a budget, please indicate whether each contract's NTE will be set equal to the Offeror's proposed total cost or at an amount determined by HCA.	HCA is not disclosing a budget for these services. Offerors should propose a pricing package that aligns with the Scope of Work, their proposed approach, and the assumptions underlying their cost model. HCA will evaluate proposed costs based on the Offeror's ability to meet the Scope of Work and provide best value to the State. The NTE amount in the final contract will be established by HCA based on the approved pricing and any adjustments negotiated consistent with the RFP and procurement requirements.
113	Appx C Art. 4.C (Termination - Liability) p. 59	Appendix C, Article 4.C, limits HCA's liability upon termination to payment for acceptable work performed prior to the notice of termination. Please confirm whether the Contractor may recover non-cancelable commitments incurred in reliance on the contract prior to the notice of termination.	The Q&A period is not the appropriate forum for negotiating or revising the Draft Contract. As outlined in Section III and Appendix C of the RFP, the Draft Contract represents the terms and conditions on which proposals are to be based. Offerors who wish to propose alternate terms or identify specific assumptions may do so within their proposal submission, following the process described in the RFP. The Agency discourages exceptions; however, if an Offeror believes alternate language is necessary, the RFP requires submission of specific proposed wording along with a brief explanation of its purpose and impact. General questions or broad requests for modification will not be addressed during the Q&A phase. Any proposed alternatives will be reviewed, if at all, only with the successful Offeror during contract negotiations.
114	Appendix C, Art. 9, p. 60	Will HCA consider adding the following to the Release provision: "except for amounts that remain disputed or unpaid and have been identified in writing by either party before final payment"?	See previous answer.
115	Appx C Art. 11 (Product of Service - Copyright) p. 60	Appendix C, Article 11, provides that all materials developed or acquired by the Contractor under the Agreement become the property of the State. Please confirm whether materials that pre-exist the contract, or that are developed independently of it, are excluded from this provision.	See previous answer.
116	Appendix C, Art. 11, p. 60	Will HCA consider clarifying that the Contractor retains ownership of materials, tools, methodologies, and general know-how it developed before or apart from this Agreement, and grants HCA a perpetual, royalty-free license to use any of them incorporated into deliverables?	See previous answer.

117	Appendix C, Arts. 19A and 28, pp. 63, 68	Please confirm that the resulting agreement will be a procurement contract under which the Contractor is a contractor, not a subrecipient, as described in 2 CFR 200.331. Please also confirm that the 2 CFR 200 Subpart F audit requirements and federal cost principles do not apply to the Contractor, and that “audits pursuant to this agreement” in Article 28 refers to HCA’s review of records under Article 19.A, not a Single Audit.	HCA confirm that the resulting agreement will be a procurement contract under which the Contractor is a contractor, not a subrecipient See previous answer for additional guidance.
118	Appendix C, Art. 19.B, p. 63	The indemnity also covers claims “caused by the actions of any client of the Contractor.” Will HCA consider deleting that phrase, so the indemnity is limited to third-party claims to the extent caused by the negligent acts or omissions of the Contractor, its personnel, or its subcontractors?	See previous answer.
119	Appendix C, Article 28, p. 68	Please confirm that single audit or program-specific audit requirements under 2 CFR Part 200 Subpart F do not apply to the Contractor, and that repayment under Article 28.B is limited to amounts disallowed because of the Contractor's own acts or omissions, not a review of the compensation, overhead, or other cost elements underlying its rates.	See previous answer.
120	Appendix C, Arts. 30.D and 30.O, pp. 70, 72	Will HCA consider allowing the Contractor to retain Confidential Information in routine electronic backups and in archival copies kept for legal or professional records purposes, provided that information remains protected under this Agreement until destroyed in the normal course?	See previous answer.
121	Appendix C, generally	The draft contract does not cap the Contractor’s liability. Will HCA consider adding a limit on the Contractor’s total liability equal to the fees paid or payable under the Agreement, excluding liability for bodily injury, property damage, and willful misconduct?	See previous answer.
122	Appendix D (Cost)	Should cost be presented as hourly rates by role, as a fixed monthly fee, or in another structure, and is there an estimated budget or level of effort for the contract?	Offerors should propose a cost structure that provides transparency, including hourly rates by role and a narrative of assumptions used to develop proposed costs, as required in Section IV.C.6. Given the scope and complexity of this engagement, HCA does not anticipate a fixed monthly fee. HCA is not providing an estimated budget or level of effort; Offerors should base costs on their own methodologies, staffing approaches, and assumptions.
123	Appendix D, p.97	Can hourly rates increase in the option years, or do they need to stay fixed across the base year and all three option years?	HCA is looking for Offerors to propose a pricing package that aligns with the requirements outlined in the RFP and the Offeror’s key assumptions.

124	Section I.C, p. 10; Appendix D, p. 97	Please provide historical or estimated annual spending for these services, the anticipated not-to-exceed contract amount, and whether there is an incumbent contractor.	CA has an incumbent contractor for this program, Mercer Health now operating as Marsh Health and Benefits LLC (Marsh). Offerors should rely on the requirements in the RFP, their own methodologies and approaches, and their experience with similar engagements to estimate costs, hours, and labor mix.
125	Appendix D (P.97); Section IV.A.1.2– 1.3 (P.8, P.41)	Appendix D and Exhibit A, Section A 1.1 require submission of a single Total Cost per State Fiscal Year covering the contract period, while Section A 1.2 states that required activities include “other related activities as determined by HCA” and that additional deliverables or updates to frequency/timing may be required over the period of performance. Will HCA accept the Total Cost per State Fiscal Year in Appendix D as a not-to-exceed ceiling, with funds drawn down through individually negotiated, firm-fixed-price deliverables or milestones established on a fixed cadence (e.g., quarterly, semi-annually), rather than as a single price covering the full fiscal year’s undefined scope? Given the annual scope is not fully defined at proposal submission, this approach would allow HCA to realize better value by pricing each phase of work against known, fully-scoped requirements as they are defined, rather than paying for a single estimate built against priorities that have not yet been fully identified.	CA understands the rationale for deliverable-based or task-order pricing; however, this procurement is structured around a single annual cost for performing the full Scope of Work. This ensures consistent evaluation and reflects the ongoing, variable, and as-directed nature of the activities. Offerors should therefore propose a single annual cost for each Contract Year, based on their staffing plan, staff mix, experience with similar programs, and the assumptions and methodologies recommended for meeting the full Scope of Work. These assumptions should be documented in the Cost Proposal as required in Section IV.C.6. Cost Proposals will be evaluated using the total annual amounts under Section V.B.4.
126	Appendix D (Cost Response Form); p, 97 RFP §IV.C.6; p. 48 §V.B.4 pp. 50-51	Appendix D, Cost Response Form, does not include a cost table or rate schedule. Please confirm whether HCA will issue a standard cost template, and if not, please confirm the required format for the total cost per state fiscal year, the budget tables, and the one-page listing of positions and rates.	HCA will not issue a separate cost template. Offerors should propose the required Total Cost per Contract Year using the revised Appendix D in Amendment 1 and may format their budget tables as they choose, provided the information is clear and consistent with Section IV.C.6. The one-page positions list should identify labor categories and their fully loaded hourly rates.
127	Appendix E – Letter of Transmittal Form, Page 98; Section II.C.30 – Letter of Transmittal	For an Offeror that is organized and headquartered outside the State of New Mexico and does not currently have a New Mexico Business Tax Identification Number (BTIN), is a New Mexico BTIN required at the time of proposal submission? If a BTIN is not required at proposal submission, should the Offeror enter “N/A” in the NM BTIN field of Appendix E? Additionally, are there any New Mexico business registration requirements that an out-of-state Offeror must complete prior to proposal submission, or may applicable registrations be completed upon contract award?	Anyone who engages in business in New Mexico must register with the Taxation and Revenue Department to obtain a Business Tax Identification Number (BTIN). A New Mexico BTIN is not required at the time of proposal submission. Offerors that do not yet have a BTIN may enter “N/A” in Appendix E, but should include proof of application for a BTIN with the Letter of Transmittal. Information about obtaining a BTIN is available at:

			Taxpayer Access Point - State of New Mexico You may begin the application/registration here: here: https://tap.state.nm.us/TAP/#2
128	N/A	How much, if any, travel or on-site work does HCA require each year?	See earlier answers.
129	N/A	If on-site work is required, does HCA provide workspace?	Yes.
130	N/A	Does the HCA have a not-to-exceed (NTE) budget or anticipated funding range for this engagement?	See earlier answers.
131	N/A	Please clarify the anticipated contract type for this procurement. Does HCA anticipate awarding a Firm Fixed Price or Time and Materials contract?	See earlier answers.
132	N/A	Is there an incumbent for these services? And if so, who is the incumbent?	HCA has an incumbent contractor for this program, Mercer Health now operating as Marsh Health and Benefits LLC (Marsh

(End)