

STATE OF NEW MEXICO
OFFICE OF SUPERINTENDENT OF INSURANCE

SUPERINTENDENT OF INSURANCE



DEPUTY SUPERINTENDENT

Alice T. Kane

Colin Baillio

May 17, 2024

RE: RFP No. 24-440-1000-00142

The Staff of the Office of Superintendent of Insurance hereby submits this response to questions submitted by PSI Services, LLC and Prometric. Staff's responses are in red font:

Questions submitted by PSI Services, LLC:

1. ***Timetable.*** What is the anticipated start date for exam administration to begin on this new contract?

Sometime in August of 2024, exact date to be determined.

2. ***Detailed Scope of Work. #11*** (p.22). It is required that the Contractor develop a procedure to verify social security numbers are valid and belong to the applicants. Can you please clarify what your expectations are for verification?

A system that would not allow multiple accounts to be created under the same SSN.

How is this process managed today?

It is not.

3. ***Detailed Scope of Work. #15*** (p. 23). Is every exam type required to be offered in English and Spanish, or just certain titles?

All exams must be available in both languages.

4. ***Detailed Scope of Work. #16*** (p.23). There are 19 exam types required in the RFP, but only 11 exam types are listed in the current testing vendor's Handbook. Can you please confirm the full list of exams that a selected vendor will be required to deliver?

The list in the RFP is what we will be required.

5. ***Detailed Scope of Work. #16*** (p.23). Please provide the annual candidate volumes for each exam for 2023.

The volume of candidates from 2023 can be found on our website in the Pass & Fail Rates document. See the following link. <https://www.osi.state.nm.us/pages/bureaus/producers/license-information/exam-information>

6. **Detailed Scope of Work. #18** (p.23). Please provide candidate volume for each test center for 2023. Please also provide how many exams were delivered remotely.

The majority of exams in 2023 were completed remotely.

7. **Detailed Scope of Work. #18** (p.23). In reviewing the online scheduling offerings of your current vendor, it does not appear that there is a test center in Las Cruces, NM (closest is El Paso, TX). Can you please confirm that Las Cruces is required for the new contract?

Yes, this location is required.

8. **Detailed Scope of Work. #21** (p.24). The requirements for RPT include a standard exit survey. Is an exit survey also required for test center delivery?

Yes.

Questions submitted by Prometric:

B.1.a Technical Proposals

Page 20

Please confirm that a price proposal is not required pursuant to NMSA 1978, Sections 59A-6-1, 59A-11-6(J), and 59A-11-6(K).

A price proposal is not required for this RFP because the fees set out for examination are set by New Mexico statutes. NMSA 1978, Section 59A-6-1(H) sets the fee for application for examination to \$75.00. Subsection M of Section 59A-6-1 sets the application for examination fee at \$75.00 for Insurance consultant license. Subsection U of Section 59A-6-1 sets the examination fee for bail bondsmen license at \$50.00 for each instance of examination. Subsection Y of Section 59A-6-1 sets the examination fee for Third Party Administrators license at \$75.00 for each examination.

C.1 Financial Stability.

Page 27

The first paragraph of this section states that “Offerors are required to provide a D&B Comprehensive Insight Plus credit report or Experian Profile Plus report, indicating the Offeror’s current credit score, at the time of Best and Final Offer.

The last paragraph states “Failure to provide one of the named reports or failure to provide one of the designated credit scores, will result in a finding that the Offeror is non-responsive.”

Please confirm that the credit report is in fact provided to the OSI at the time of the Best and Final offer and is NOT part of the proposal submission due on May 28th.

This is answered on page 27 of the RFP.

Item #14

Page 23

Item 14 states, "Contractor shall accept major credit cards, debit cards, and checks, as payment of the examination fee at the time of registration." Please confirm that it is a requirement or not that Contractors accept checks as payment for the exam fees. Many exam providers and insurance exam programs have moved away from accepting checks of any kind (personal, business, or cashier) as a form of payment for exams.

The requirement for a check may be removed being that registration is handled online or over the phone.

Contract Example, Item 1

Page 1, Sections 1 and 2

The Scope of Work shown is representative of Actuary Services rather than Insurance Examination Services. Please confirm vendors have the correct example contract as subsequent sections (Example 2.A - C) lean towards a different scope as well.

Contract Example, Item 1-3

The contract provided in this RFP is a sample professional services contract. The Scope of Work for the contract that results from this RFP process will be the same Detailed Scope of Work found on pages 22-25 of the RFP.

Page 4

Please provide clarification as to the circumstances which would trigger this breach provision?

This question is unclear, Staff cannot determine what section of the RFP it is referencing.

Contract Example, Item 5

Page 4

5. Appropriations

The terms of this Agreement are contingent upon sufficient appropriations and authorization being made by the Legislature of New Mexico for the performance of this Agreement. If sufficient appropriations and authorization are not made by the Legislature, this Agreement shall terminate immediately upon written notice being given by the Agency to the Contractor. The Agency's decision as to whether

sufficient appropriations are available shall be accepted by the Contractor and shall be final. If the Agency proposes an amendment to the Agreement to unilaterally reduce funding, the Contractor shall have the **option to terminate the Agreement or to agree to the reduced funding, within thirty (30) days of receipt of the proposed amendment.**

Is this section meant to be part of the insurance examination contract, if so, will the Agency consider the time period noted in bold to be extended to sixty (60) days rather than thirty (30) days?

The Office of Superintendent of Insurance cannot agree to extend to a sixty day period rather than a thirty day period. Any amendments to the professional services contract will have to be approved by the Contracts Review Board of the General Services Department of the State of New Mexico and may result in a delay of the implementation of the agreement.

Contract Example, Item 11

Page 5

11. Product of Service – Copyright

Vendors will support this contract using proprietary software, systems/platforms, and/or examination content (if applicable) that are Vendor-owned to provide the services described in the RFP. Please confirm that, unless a Deliverable is specifically developed for the Agency and agreed between the parties to belong to the Agency, solutions and services provided under this contract are not considered “deliverables,” “work products,” or “works for hire” and will remain under the ownership and full control of the Vendor, and at no time shall ownership of or interest in same be transferred or assigned to the Agency.

OSI cannot agree to the terms specified above.

Contract Example, Item 13.B.

Page 7

13.B. Amendment If the Agency proposes an amendment to the Agreement to unilaterally reduce funding due to budget or other considerations, the Contractor shall, within thirty (30) days of receipt of the proposed Amendment, have the option to terminate the Agreement, pursuant to the termination provisions as set forth in Article 4 herein, or to agree to the reduced funding.

Is this section meant to be part of the insurance examination contract, if so, will the Agency consider the time period noted in bold to be extended to sixty (60) days rather than thirty (30) days?

The Office of Superintendent of Insurance cannot agree to extend to a sixty day period rather than a thirty day period. Any amendments to the professional services contract will have to be approved by the Contracts Review Board of the General Services Department of the State of New Mexico and may result in a delay of the implementation of the agreement.

9. **Detailed Scope of Work. #21** (p.24). The scope of work includes remote proctored testing (RPT) services, but there isn't an obvious place to address it in Mandatory Specifications. To ensure we align it in the appropriate section for evaluation, can you please clarify where in the proposal we should address this requirement?

Address it in Mandatory Specifications section.

10. **B. Technical Specifications; 1) Organizational Background; c-d.** (p.25). This requests a narrative on our legal proceedings related to *auditing activities* and conflict of interest for providing any *auditing services* for OSI. Should we assume “auditing” is to be replaced with “testing” in these instances?

Yes.

11. **Mandatory Specification c) Bank of Questions.** (p.27). Does the State own New Mexico-specific test questions that will be shared with the vendor? If yes, how many state-specific items will be shared per exam line?

The state may share state-specific questions with the vendor, at this time it is unknown how many questions for each exam line would be available to the vendor.

12. **Mandatory Specification. d) Application Process.** (p.27) Can you please expand on the expectations for application processing:

- a) What is the current application process for candidates before registering for an exam?

Applicants currently apply by phone or online.

- b) Are applicants required to provide proof of eligibility requirements in advance of scheduling?

They must register in their full name, Date of Birth and Social Security Number.

If so, is the vendor required to verify any information?

Before the exam can commence the Date of Birth, and Social Security Number must be verified by the vendor.

13. **Financial Stability** (p.27). This requirement states that a Credit Report should be provided at the Best and Final Offer stage. Is the OSI expecting anything to be submitted with the proposal to support the pass/fail requirement for Financial Stability in the evaluation criteria?

Yes.

14. **Cost Proposal.** We understand that the Contractor’s compensation is limited solely to testing fees collected during registration and that the State will not provide additional compensation.

- a. Is cost to the candidate weighed into the evaluation factor? If yes, please clarify how it will be evaluated.

No.

- b. Can you please provide the expected requirements for submitting a cost proposal (e.g., format, fee structure)?

No cost proposal is required to be submitted.

- c. If a cost proposal isn't required at this time, can you please clarify what the future process is for communicating our pricing structure? Would it be discussed during contracting?

No.

- d. Are there any statutory fee caps or limits that need to be considered?

No.