

CDT OSTP Request For Proposal



Department of Cannabis Control

C A L I F O R N I A

Request For Proposal (RFP)

2025-002

PART 1 – BIDDER INSTRUCTIONS

FOR

LIMS 2.0

RFP Release Date 01/16/2026

Issued by:

STATE OF CALIFORNIA

Department of Cannabis Control

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form, instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet to be considered responsive to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its proposal, including the Statement of Work (SOW), administrative forms, qualification forms, requirement responses, and all exhibits/attachments discussed in Part 1.

Disclaimer: The original version and any subsequent solicitation addenda released by the Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications, or provisions, the official State version of the solicitation in its entirety shall take precedence.

TABLE OF CONTENTS

1. INTRODUCTION	10
1.1. PURPOSE OF RFP	10
1.2. BACKGROUND	10
1.3. TERM OF CONTRACT	11
1.4. CURRENT AND PROPOSED ENVIRONMENTS	11
1.4.1. CURRENT ENVIRONMENT	11
1.4.2. PROPOSED ENVIRONMENT	12
1.5. AMERICANS WITH DISABILITIES ACT (ADA)	12
2. BIDDING INSTRUCTIONS	12
2.1. BIDDER ADMONISHMENT	13
2.2. COMMUNICATIONS AND CONTACTS	13
2.2.1. PROCUREMENT OFFICERS	13
2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT	14
2.2.3. INTENT TO BID	15
2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE	15
2.2.5. CLOUD COMPUTING SERVICES	16
2.3. KEY ACTION DATES	16
2.4. RULES GOVERNING COMPETITION	18
2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS	18
2.4.2. SOLICITATION DOCUMENTS	18
2.4.3. EXAMINATION OF THE WORK	18
2.4.4. EXCLUSION FOR CONFLICT OF INTEREST	19
2.4.5. CONFIDENTIALITY	19
2.4.6. BONDS	20
2.4.7. ADDENDA	20
2.4.8. COST FOR DEVELOPING PROPOSAL	20
2.4.9. SIGNATURE OF PROPOSAL	20
2.4.10. IRREVOCABLE OFFER	20
2.4.11. FALSE OR MISLEADING STATEMENTS	21

2.5. BIDDING STEPS	21
2.5.1. BAFO	21
2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS	22
2.5.3. DISPOSITION OF PROPOSALS	22
2.6. ALTERNATIVE PROTEST PROCESS	22
3. PROPOSAL REQUIREMENTS	22
3.1. PREQUALIFICATION REQUIREMENTS	23
3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)	23
3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS	24
3.2. ADMINISTRATIVE REQUIREMENTS	24
3.2.1. COVER LETTER (M)	24
3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)	25
3.2.3. CONFIDENTIALITY STATEMENT (M)	25
3.2.4. ABILITY TO PERFORM	25
3.2.5. PRIMARY BIDDER	25
3.2.6. SUBCONTRACTORS	26
3.2.6.1. BIDDER DECLARATION FORM (M)	27
3.2.7. AMENDMENT	27
3.2.8. FINANCIAL RESPONSIBILITY INFORMATION	27
3.2.8.1. FINANCIAL STABILITY	27
3.2.8.2. RESPONSIBILITY CERTIFICATION (M)	27
3.2.9. INCORPORATION OF EVAQ REQUIREMENTS	28
3.2.10. GENERAL PROVISIONS	28
3.2.10.1. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS ...	28
3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)	29
3.2.12. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)	29
3.2.13. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION	29
3.2.14. STATEMENT OF WORK	30

3.2.14.1. INSURANCE COVERAGE	30
3.2.15. PRODUCTIVE USE REQUIREMENTS	30
3.2.15.1. CUSTOMER IN-USE	30
3.2.15.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS (M)	31
3.2.16. SOCIOECONOMIC PROGRAMS	32
3.2.16.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)	32
3.2.16.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM	33
3.2.16.2.1. DVBE INCENTIVE (O)	33
3.2.16.3. SMALL BUSINESS PREFERENCE (O)	33
3.2.16.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)	34
3.2.16.5. COMMERCIALLY USEFUL FUNCTION (M)	34
3.2.16.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)	35
3.3. QUALIFICATION REQUIREMENTS	35
3.3.1. BIDDER QUALIFICATIONS (M)	36
3.3.2. BIDDER REFERENCES (M)(MS)	36
3.3.3. KEY STAFF QUALIFICATIONS (M)(DS)	37
3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION	37
3.3.4. KEY STAFF REFERENCES (M)(MS)	38
3.4. SOLUTION REQUIREMENTS	39
3.4.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS (M)(MS)	39
3.4.2. DELIVERABLES AND MILESTONES TABLE (M)	40
3.4.3. NARRATIVE REQUIREMENTS (MS)	40
3.5. DEMONSTRATIONS (MS)	40
3.5.1. CONDUCT OF DEMONSTRATION	41

3.5.2. FUNCTIONAL REQUIREMENTS DEMONSTRATION	41
4. COST	42
4.1. COST WORKBOOK (MS)	43
4.2. COST WORKBOOK INSTRUCTIONS	43
5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS	44
5.1. PREPARATION	44
5.2. COMPLETION OF PROPOSALS	44
5.3. DELIVERY OF SUBMITTALS	45
5.4. PROPOSAL CONTENT AND STRUCTURE	46
5.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS	47
5.4.2. VOLUME 2: COST	47
6. EVALUATION	48
6.1. EVALUATION TEAM	48
6.2. PROPOSAL EVALUATION	48
6.2.1. VALIDATION AGAINST REQUIREMENTS	51
6.2.2. ERRORS IN THE FINAL PROPOSAL	51
6.2.2.1. BIDDER RESPONSE CLARIFICATION	52
6.2.3. ADMINISTRATIVE REQUIREMENTS EVALUATION	52
6.3. QUALIFICATION EVALUATION	52
6.3.1. BIDDER QUALIFICATIONS EVALUATION	53
6.3.2. BIDDER REFERENCES EVALUATION	53
6.3.3. KEY STAFF QUALIFICATIONS EVALUATION	54
6.3.4. KEY STAFF REFERENCES EVALUATION	55
6.4. SOLUTION REQUIREMENTS EVALUATION	56
6.4.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION	56
6.4.2. DELIVERABLES AND MILESTONES EVALUATION	57
6.4.3. NARRATIVE RESPONSE(S) EVALUATION	57
6.5. DEMONSTRATIONS	59
6.5.1. FUNCTIONAL REQUIREMENTS DEMONSTRATION EVALUATION	60

6.5.2. DEMONSTRATION EVALUATION	60
6.6. COST EVALUATION	63
6.6.1. COST SCORE CALCULATION	63
6.7. SOCIOECONOMIC PROGRAMS EVALUATION	64
6.7.1. DVBE INCENTIVE EVALUATION	65
6.7.2. SMALL BUSINESS PREFERENCE EVALUATION	66
6.7.3. TACPA PREFERENCE EVALUATION	67
6.8. BIDDER FINAL SCORE CALCULATION	67
6.9. PROPOSAL RANK DETERMINATION	68
7. NEGOTIATIONS	69
7.1. PROCEEDING TO NEGOTIATIONS	70
7.2. NEGOTIATION INVITATION	71
7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)	71
7.4. EVALUATION OF BAFO SUBMISSION	71
8. CONTRACT AWARD	71
9. DEBRIEFING	72
10. PROTESTS	72
ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES.....	73
ATTACHMENT 2: INTENT TO BID FORM.....	75
ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM	77
1. Background Information	77
2. Contract Disclosure	77
ATTACHMENT 4: COVER LETTER FORM	79
ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM...	81
ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM.....	83
ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105	85
ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES	86
ATTACHMENT 9: DVBE DECLARATIONS	88
ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION	89

ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS	91
ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS.....	92
ATTACHMENT 13: BIDDER QUALIFICATIONS FORM.....	94
ATTACHMENT 14: BIDDER REFERENCE FORM	99
ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS....	102
ATTACHMENT 15.1: PROJECT MANAGER - QUALIFICATIONS FORM.....	104
ATTACHMENT 15.2: IMPLEMENTATION SERVICES LEAD - QUALIFICATIONS FORM	109
ATTACHMENT 15.3: INTEGRATION ANALYST - QUALIFICATIONS FORM.....	113
ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM	117
ATTACHMENT 15.5: IMPLEMENTATION SERVICES LEAD - REFERENCE FORM	120
ATTACHMENT 15.6: INTEGRATION ANALYST - REFERENCE FORM	123
ATTACHMENT 16: NARRATIVE RESPONSE.....	126
ATTACHMENT 17: KEY STAFF REPLACEMENT FORM.....	130
ATTACHMENT 18: WORK ORDER AUTHORIZATION FORM	132
ATTACHMENT 19: WORK ORDER AUTHORIZATION ACCEPTANCE FORM	136
ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT	138
ATTACHMENT 21: DELIVERABLE ACCEPTANCE DOCUMENT.....	142
ATTACHMENT 22: GLOSSARY OF TERMS	144
ATTACHMENT 23: CONFIDENTIALITY STATEMENT FORM (POST AWARD)...	149
ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK	151
ATTACHMENT 25: CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION	213
EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS	215
EXHIBIT B: WORKFLOW BUSINESS PROCESS	216
EXHIBIT C: DELIVERABLES AND MILESTONES TABLE	217
EXHIBIT D: COST WORKBOOK.....	218

RFP

PART 1 – BIDDER INSTRUCTIONS

1. INTRODUCTION

On behalf of the Department of Cannabis Control, this solicitation is being conducted under the authority of California Department of Technology (CDT) pursuant to Public Contract Code (PCC) §6611 which provides the authority to use a competitive negotiation process when the State's business need or the purpose of a procurement or contract is known, but negotiation is necessary to ensure that the State is receiving the best value or the most cost-efficient goods, services, information technology, and telecommunications.

This solicitation contains the instructions governing the requirements for fixed price deliverable-based proposals to be submitted by Bidders. Also included in this solicitation is the required format and materials Bidders must follow when responding to this solicitation. This solicitation also addresses the requirements that Bidders must meet to be eligible for consideration, as well as Bidders' responsibilities before and after award.

The following terms are used interchangeably throughout the solicitation documents: (1) "Contract" and "Agreement"; (2) "response" and "proposals". For additional definitions, see [ATTACHMENT 22: GLOSSARY OF TERMS](#).

1.1. PURPOSE OF RFP

The purpose of this Request For Proposal (hereinafter referred to as "solicitation") is to obtain proposals from qualified Bidders to provide the Department of Cannabis Control (DCC) and the State of California (hereinafter referred to as the "State") with Cloud Software as a Service (SaaS) and Implementation Services for the Laboratory Information Management System Replacement project (hereinafter referred to as "LIMSR").

This solicitation follows submissions and evaluations to determine the most qualified Bidder to Design, Develop, and Implement (DD&I) the LIMSR solution (hereinafter referred to as "the Solution").

The Contract Award, if made, will be to the single Bidder in accordance with the methodology defined in [SECTION 6. EVALUATION](#).

1.2. BACKGROUND

The Cannabis Testing Laboratory Office (CTLO), a office within the Compliance Division, receives and tests cannabis and cannabis product samples submitted for analytical evaluation. Samples may be provided by internal Department programs or external customers, and CTLO's testing offerings, methodologies, and quality standards are applied consistently regardless of the source of the sample.

The CTLO supports the Department's compliance, enforcement, and regulatory functions and

collaborates with other divisions as well as with other State laboratories to review testing standards and develop new analytical methods as the science in this area continues to evolve. Sample testing is conducted in accordance with standard industry laboratory workflows.

The CTLO is staffed by Research Scientists with expertise in microbiology and chemistry, under the direction of Research Scientist Supervisors who oversee laboratory operations and activities. All cannabis samples are received, stored, and analyzed in compliance with applicable California regulations and Drug Enforcement Administration (DEA) requirements. The CTLO maintains a DEA registration and is accredited to ISO/IEC 17025 standards.

The DCC is seeking to acquire a LIMS solution to support the functional and non-functional needs identified in [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#). These needs include, but are not limited to, accepting sample logins for tests, assigning tests to the sample(s), creating analytical batches, adding quality controls (QC) to batches, entering results, reviewing data, rejecting and approving runs, generating reports and QC charts, search, query, add analytes, add new instruments, auto-verify, import and export data, and interface with partner laboratories, instruments, and other systems. These efforts protect public safety and the environment to ensure that products sold legally on the market are safe for the consumers.

1.3. TERM OF CONTRACT

See [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#) for the contract term for software licensing and implementation services.

1.4. CURRENT AND PROPOSED ENVIRONMENTS

See [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#) , 3. Description of Proposed New System or Service for the description of the product and services the DCC is seeking from a Contractor.

1.4.1. CURRENT ENVIRONMENT

Currently, the DCC CTLO utilizes a legacy laboratory management system that is maintained and designed for use by another State agency, which does not conduct cannabis testing. The current system supports sample login, data entry and generating reports but was built for blood testing and other human products and is not optimized for cannabis testing. A new LIMS is necessary that is geared towards cannabis product testing and will offer automated improvements in both the tracking as well as the reporting of testing results. [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#) provides additional background and the current needs to support the LIMS solution.

1.4.2. PROPOSED ENVIRONMENT

A detailed description of the proposed environment and overall project requirements for Cloud Software as a Service (SaaS) and Implementation Services are included in [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#), including, but not limited to, 3. Description of Proposed New System or Service, [SECTION 11. Contractor's Roles and Responsibilities](#), SECTION 26. COMPATIBILITY AND INTERFACE. Details of the solicitation requirements are included in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

1.5. AMERICANS WITH DISABILITIES ACT (ADA)

To comply with the nondiscrimination requirements of ADA, it is the policy of the State of California to make every effort to ensure that its programs, activities, and services are available to all persons, including persons with disabilities.

For persons with a disability needing a reasonable accommodation to participate in the procurement process or for persons having questions regarding reasonable accommodations of the procurement process, you may contact the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). You may also contact the State of California at the telephone numbers listed below.

Important: To ensure that we can meet your needs, it is best that we receive your request for reasonable accommodations at least ten (10) working days before the scheduled event, e.g., meeting, conference, workshop, etc., or deadline due date for procurement documents.

The California Relay Service Telephone Numbers

RELAY SERVICE DESCRIPTION	LANGUAGE	TELEPHONE NUMBER
TTY/VCO/HCO to Voice	English	1-800-735-2929
	Spanish	1-800-855-3000
Voice to TTY/VCO/HCO	English	1-800-735-2922
	Spanish	1-800-855-3000
From or to Speech-to-Speech	English & Spanish	1-800-854-7784

2. BIDDING INSTRUCTIONS

2.1. BIDDER ADMONISHMENT

This procurement will follow an approach designed to increase the likelihood of a successful proposal and Bidder eligibility for an invitation to negotiation.

The Bidder should refer to [SECTION 2.5. BIDDING STEPS](#) to understand the solicitation and [SECTION 6. EVALUATION](#) to understand the evaluation process. It is the Bidder's responsibility to:

1. Carefully read the entire solicitation.
2. Submit questions in a timely manner.
3. Submit all required responses by the required dates and times specified in [SECTION 2.3. KEY ACTION DATES](#).
4. Abide by all procedures and requirements of the solicitation.
5. Not include conditional statements, assumptions, or exception language with proposals.
6. Carefully review the solicitation requirements prior to submission of a proposal to ensure nothing has been overlooked.

2.2. COMMUNICATIONS AND CONTACTS

The State uses an online procurement system known as *Cal eProcure* to communicate with prospective Bidders and suppliers. Information and ongoing communications for this solicitation will be posted by the State on the *Cal eProcure* website, www.caleprocure.ca.gov.

Oral communications by Agency/state entity officers and employees concerning this solicitation shall not be binding on the State and shall in no way excuse the Bidder of any obligations set forth in this solicitation.

2.2.1. PROCUREMENT OFFICERS

The Procurement Officers are the State's designated authorized representatives regarding this procurement and are the sole point of contact.

Bidders are directed to communicate all correspondence regarding this procurement to both the Procurement Officer and the Secondary Procurement Officer at the contact information below.

Table 2-1: Procurement Officers

DESCRIPTION	CONTACT INFORMATION
Department Name:	California Department of Technology (CDT), Office of Statewide Technology Procurement (OSTP)

DESCRIPTION	CONTACT INFORMATION
Procurement Officer:	Vaibhav Srivastava
Email:	vaibhav.srivastava@state.ca.gov
Phone:	+1 916-639-9252
Secondary Procurement Officer:	Hashmat Mohmand
Email:	Hashmat.Mohmand@state.ca.gov
Phone:	+1 916-413-3522

2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT

Bidders requesting clarification of the intent, terms and conditions, content of this solicitation, or on procedural matters regarding the competitive bid process should submit [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#) via email addressed to the Procurement Officers listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

If the Bidder believes that one or more of the solicitation requirements is onerous, unfair, or imposes unnecessary constraints on the Bidder proposing a less costly or an alternate solution, the Bidder may request a change to the solicitation by submitting, in writing, the recommended change(s) and the facts substantiating this belief and reasons for making the recommended change using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#). Such request must be submitted to the Procurement Officers by the date specified in [SECTION 2.3. KEY ACTION DATES](#).

Written questions and requests for changes must be submitted, using Microsoft Excel or Word, by email to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), using [ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES](#).

The email must include the solicitation identification information from the solicitation title page in the subject line. To ensure a response, questions and/or requests for changes must be received in writing by the date(s) specified in [SECTION 2.3. KEY ACTION DATES](#). Question and answer sets will be posted to Cal eProcure and will not identify the submitters. At the sole discretion of the State, questions may be paraphrased by the State for clarity.

If a Bidder desires clarification or further information on the content of the solicitation, but whose questions relate to the proprietary aspect of its proposal and disclosure exposes its proposal to other Bidders, the question may be submitted using the same criteria above with the notation,

“CONFIDENTIAL.” The Bidder must explain why the question is sensitive in nature. If the State concurs that the disclosure of the question or the answer would expose the proprietary nature of the proposal, the question will be answered and both the question and answer will be confidentially maintained. If the State does not concur with the proprietary nature of the question, the Bidder will be notified and may withdraw the question. If the question is not withdrawn, the question and response will not be confidentially maintained.

Only questions submitted in writing and answered in writing by the Procurement Officer shall be binding and official.

2.2.3. INTENT TO BID

Bidders that wish to participate in the solicitation should submit a completed [ATTACHMENT 2: INTENT TO BID FORM](#) by the date specified in [SECTION 2.3. KEY ACTION DATES](#) .

This document shall be sent by email to the Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#).

It shall be the Bidder’s responsibility to notify the Procurement Officers regarding any change to its Intent to Bid or the contact information. The State shall not be responsible for proposal correspondence not received by the Bidder if the Bidder fails to notify the State, in writing, of any change pertaining to the designated contact person.

2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE

The Bidder must email the Procurement Officers by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) , no more than two (2) contacts who will have access to the State's file sharing site to electronically upload Bidder’s proposal. Once provided, an invitation to the State's file sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

The email should include the names, titles, phone numbers, and email addresses of no more than two (2) contacts.

Access to the file- sharing site will be granted within three (3) working days after receiving the email request and [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#)

Please refer to [SECTION 6.3. DELIVERY OF SUBMITTALS](#) for further instructions on how to submit your firm's proposal and instructions for the file--sharing site

2.2.5. CLOUD COMPUTING SERVICES

Per the State's Cloud Computing Policy, whenever feasible, Agencies/state entities will utilize the CalCloud services provided by CDT. These service options include Software-as-a-Service (SaaS), Platform as a Service (PaaS), and Infrastructure as a Service (IaaS). For this RFP, CalCloud services provided by CDT are not a viable option due to various requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). Vendors are required to host their proposed solution in a manner that complies with the requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and if applicable, the Cloud Computing Services Special Provisions for Software as a Service (SaaS) or Cloud Computing Services Special Provisions of IaaS or PaaS.

2.3. KEY ACTION DATES

Key Action Dates provides the key action dates and times by which actions must be taken or completed. If the State finds it necessary to change these dates or times, it will be accomplished via an addendum to this solicitation with the exception of dates listed after the Bidder's submission of proposal. Dates listed after the Bidder's submission of proposal are estimated and may be adjusted without addendum to this solicitation. All times listed are for Pacific Time. Unless otherwise specified, all times are 5:00 PM Pacific Time.

Table 2.3: Key Action Dates (KAD) estimated dates

ITEM	ACTION	DATE AND TIME
1.	Release of Solicitation	1/16/26
2.	Last day to submit questions and request for changes prior to proposal using ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES	2/10/26
3.	State's response to Bidder's questions, and release of potential addendum ¹	2/18/26
4.	Addendum 1 Release (If Applicable)	2/23/2026
5.	Submit:	2/24/26

ITEM	ACTION	DATE AND TIME
	ATTACHMENT 2: INTENT TO BID FORM and ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM	
6.	Last Day for Bidders to request an invitation to the State's file-sharing site to submit a proposal (Refer to SECTION 2.2.4. REQUEST INVITATION TO STATE'S FILE-SHARING SITE)	2/24/26
7.	Last day to submit proposal and be deemed eVAQ approved by OSTP. ²	3/11/26
8.	Proposal Evaluation Period	3/12/26-4/10/26
9.	Demonstrations	4/13/26-4/24/26
10.	Invitation to Negotiate (this is not an optional step but does not have to be listed within this KAD table)	4/29/26
11.	Negotiations	5/1/26-5/21/26
12.	BAFO submission	5/22/26-5/28/26
13.	BAFO evaluations	5/29/26-6/1/26
14.	Notification of Award/Contract Execution	7/2/26
15.	Contract Start	7/3/26

¹ Or five (5) working days following the last addendum that changes the requirements of the solicitation.

² If Bidder does not have an approved eVAQ application on file with OSTP, it is recommended that Bidders allow a minimum of four weeks prior to proposal due date for the State to process and approve Bidder's eVAQ application.

2.4. RULES GOVERNING COMPETITION

This solicitation, the evaluation of responses, and the award of any resultant Contract shall be made in conformance with current competitive bidding procedures as they relate to the procurement of IT goods and services or telecommunications by public bodies in the State of California.

2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS

The State has established certain requirements with respect to proposals to be submitted by prospective Contractors. The use of “shall,” “must,” or “will” (except to indicate simple futurity) in the solicitation indicates a requirement or condition which is mandatory.

Non-compliance with any mandatory requirement will disqualify a Bidder from further participating in Evaluation, Negotiations and Contract Award.

The words “should” or “may” in the solicitation indicate desirable attributes or conditions, but are non-mandatory in nature.

2.4.2. SOLICITATION DOCUMENTS

This solicitation document includes, in addition to an explanation of the State’s requirements which must be met, instructions which prescribe the format and content of proposals to be submitted and the model of the Contract to be executed between the State and the successful Bidder.

If a Bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this solicitation document, the Bidder shall immediately notify the Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#), of such error in writing and request clarification or modification of the document.

If the solicitation document contains an error known to the Bidder, or an error that reasonably should have been known, the Bidder shall bid at its own risk. If the Bidder fails to notify the State of the error prior to the date fixed for submission of proposals, and is awarded the Contract, the Bidder shall not be entitled to additional compensation or time by reason of the error or its later correction. Modifications will be made by addenda issued pursuant to [SECTION 2.4.7. ADDENDA](#).

2.4.3. EXAMINATION OF THE WORK

The Bidder should carefully examine the entire solicitation document and any addenda thereto, and all related materials and data referenced in the solicitation document or otherwise available to the Bidder, and should become fully aware of the nature and location of the work, the quantities of the work, and the

conditions to be encountered in performing the work.

2.4.4. EXCLUSION FOR CONFLICT OF INTEREST

No consultant shall be paid out of State funds for developing recommendations on the acquisition of telecommunication, information technology (IT) products or services or assisting in the preparation of the project approval lifecycle documents (stages 2, 3, or 4), while in effect, if that consultant is to be a source of such acquisition or could otherwise directly and/or materially benefit from State adoption of such recommendations or the course of action recommended in the project approval lifecycle documents (stages 2, 3, or 4). Further, no consultant shall be paid out of State funds for developing recommendations on the disposal of State surplus IT products if that consultant would directly and/or materially benefit from State adoption of such recommendations.

A consultant shall not be eligible to serve as the Prime Contractor or subcontractor pursuant to this solicitation if the Contractor/subcontractor is currently working on the solicitation in an Independent Verification and Validation (IV&V) role.

The Bidder must complete and submit [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#) with its proposal.

2.4.5. CONFIDENTIALITY

Bidder material becomes public only after the Notification of Award is released. If material marked “confidential,” “proprietary,” or “trade secret” is requested pursuant to the Public Records Act, the State will make an independent assessment whether it is exempt from disclosure. If the State disagrees with the Bidder, the State will notify the Bidder and give them a reasonable opportunity to justify their position or obtain a court order protecting the material from disclosure.

The Bidder should be aware that marking a document “confidential” or “proprietary” in a proposal may exclude it from consideration for award and will not keep that document from being released after notice of award as part of the public record, unless a court has ordered the State not to release the document.

The content of all working papers and discussions relating to the Bidder’s proposal shall be held in confidence indefinitely, unless the public interest is best served by an item’s disclosure because of its direct pertinence to a decision, agreement or the evaluation of the proposal.

Any disclosure of confidential information by the Bidder may be the basis for rejecting the Bidder’s proposal and ruling the Bidder ineligible to further participate. Any disclosure of confidential information by a State employee is a basis for disciplinary action, including dismissal from State employment, as provided by Government Code §19570 et seq. Total confidentiality is paramount; it cannot be over emphasized.

2.4.6. BONDS

The State reserves the right to require a performance bond or other security document as specified in the solicitation from the Bidder in an amount not to exceed the amount of the Contract. In the event the State requires a surety bond that has not been expressly required by the solicitation, the State will reimburse the Bidder as an addition to the purchase price in an amount not exceeding the standard premium on such bond.

2.4.7. ADDENDA

The State may modify the solicitation at any time prior to submission of the proposal by issuing an addendum. Addenda will be numbered consecutively and released to all Bidders via Cal eProcure.

The Bidder is allowed five (5) working days to submit written questions regarding the addendum according to the instructions contained in [SECTION 2.2.2. QUESTIONS REGARDING THE SOLICITATION DOCUMENT](#).

2.4.8. COST FOR DEVELOPING PROPOSAL

Costs for developing proposals are the responsibility entirely of the Bidder and shall not be chargeable to the State.

2.4.9. SIGNATURE OF PROPOSAL

A cover letter shall be considered an integral part of the Final Proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned Final Proposal may be rejected.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

2.4.10. IRREVOCABLE OFFER

Bidder's response to this solicitation shall constitute a firm offer, which shall remain irrevocable for not less than 120 calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). In the event of a delay in Contract Award, a Bidder may extend the expiration date of its firm offer an additional 30 calendar days by written notice to the State.

This expiration date may be further extended by mutual agreement between the State and the Bidder, in order to accommodate processing time for required approvals and other solicitation-related reviews.

2.4.11. FALSE OR MISLEADING STATEMENTS

Proposals that contain false or misleading statements, or provide references that do not support an attribute or condition claimed by the Bidder, may be the basis for rejecting the Bidder's proposal. If, in the opinion of the State, such information was intended to mislead the State in its evaluation of the proposal, and the attribute, condition, or capability is a requirement of this solicitation document, may be the basis for rejecting the Bidder's proposal.

2.5. BIDDING STEPS

The following instructions provide the steps to submit a response to this solicitation by interested Bidders. Details surrounding proposals are described further in [SECTION 3. PROPOSAL REQUIREMENTS](#).

The Bidder is expected to follow the format requirements and utilize all forms included in this solicitation necessary for its response. This solicitation also addresses the Bidder responsibilities and requirements it must meet to be eligible for consideration. If the Bidder fails to follow the provided instructions, the Bidder may be disqualified from the solicitation process.

Refer to [SECTION 2.3. KEY ACTION DATES](#) to determine which phases and mandatory steps are included in this solicitation. [SECTION 2.3. KEY ACTION DATES](#) lists milestones, mandatory steps, and due dates for deliverables in this solicitation. Bidders must submit a pre-qualified Electronic Vendor Application of Qualifications (eVAQ) as detailed in [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#).

2.5.1. BAFO

The final phase consists of a proposal (Mandatory) and, if requested by the State, a Best and Final Offer (BAFO).

The purpose of the BAFO is to obtain proposals that are responsive in every respect. The proposal is a mandatory step for all Bidders; all other steps are optional unless otherwise stated in [SECTION 2.3. KEY ACTION DATES](#).

The proposal must be complete, and include all cost information, required signatures, contract changes issued by the State via an addendum and corrections made to those defects noted by the State in its review of the draft proposal, if any. Bidders that submitted proposals meeting the criteria identified in [SECTION 7. NEGOTIATIONS](#), will be eligible to receive an invitation to negotiate with the State.

The State, at its sole discretion, may request a BAFO from those Bidders that participated in the Negotiation Process as identified in [SECTION 7. NEGOTIATIONS](#).

2.5.2. WITHDRAWAL AND RESUBMISSION/MODIFICATION OF PROPOSALS

A Bidder may withdraw its conceptual proposal, detailed technical proposal or draft proposal at any time by written notification. A Bidder may withdraw its proposal at any time prior to the proposal submission date by submitting a written notification of withdrawal signed by an authorized representative of the Bidder in accordance with [SECTION 3.2.1. COVER LETTER \(M\)](#). The Bidder may thereafter submit a new or modified proposal prior to the submission date and time specified in [SECTION 2.3. KEY ACTION DATES](#). Modification offered in any other manner, oral or written, will not be considered. Other than as allowed by law, proposals cannot be changed after the deadline date and time designated for receipt, except as provided in the solicitation.

2.5.3. DISPOSITION OF PROPOSALS

All materials submitted in response to this solicitation will become the property of the State of California. All phases of the proposal shall be retained for official files and will become a public record after the Notification of Award is posted.

2.6. ALTERNATIVE PROTEST PROCESS

This solicitation is being conducted under (PCC) §6611 et seq; protests are not applicable to this solicitation.

3. PROPOSAL REQUIREMENTS

This section contains the mandatory, mandatory scored, mandatory optional, desirable scored and optional proposal requirements that must be met in order to be considered responsive to this solicitation.

The documents that must be submitted with the Bidder's proposal are noted as "Mandatory" "(M)", "Mandatory Scored" "(MS)", or "Mandatory Optional" "(MO)" in this section. Items labeled "Desirable Scored" "(DS)" or "Optional" "(O)" are optional.

The proposal requirements listed in this section are denoted as follows:

1. (M) Sections labeled as "Mandatory" or "M" are not negotiable. To be considered responsive to these requirements, all requirements identified as (M) must receive a response from the Bidder. Failure to respond to any (M) requirements where indicated shall result in a "fail" and disqualification of the proposal.
2. (MS) Sections labeled "Mandatory Scored" or "MS" are not negotiable. To be considered responsive to these requirements, all requirements identified as (MS) must receive a response. Failure to respond to any (MS) requirement where indicated shall result in a "fail" and disqualification of the proposal. The State's evaluation team will review responses to (MS)

requirements and award points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#) .

3. (MO) Sections labeled “Mandatory Optional” or “MO” are not negotiable. To be considered responsive to these requirements, all requirements identified as (MO) must receive a response. Failure to respond to any (MO) requirement where indicated shall result in a “fail” and disqualification of the proposal. It is at the State’s option/discretion on whether to utilize the option in the Contract.
4. (DS) Sections labeled “Desirable Scored” or “DS” are not required to be offered by the Bidder in order to be responsive with the solicitation requirements. The Bidder may choose whether to meet requirements labeled as (DS). However, if a Bidder offers any of these (DS) requirement, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to (DS) requirements and apply points, if applicable, per criteria stated in [SECTION 6. EVALUATION](#)
5. (O) Sections labeled as “Optional” or “O” are not required to be offered by the Bidder in order to be responsive to the solicitation requirements. A Bidder may choose whether to meet administrative requirements labeled as (O) such as those relating to preference points. However, if a Bidder offers any of these (O) requirements, the Bidder must meet the minimum requirements as stated in the section. The State will review responses to optional requirements and apply points, if applicable, in accordance with [SECTION 6. EVALUATION](#) .

3.1. PREQUALIFICATION REQUIREMENTS

This section details the requirements necessary for Bidders to qualify for contract award. Failure to complete or comply will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek modifications or clarifications after proposal submission due date for any prequalification requirements.

3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS (EVAQ)(M)

It is the responsibility of the Bidder to ensure they have an OSTP-approved eVAQ and all applicable requirements and provisions for this solicitation are met. Failure to have an OSTP-approved eVAQ prior to proposal submission due date will disqualify Bidder(s) and the State will not move forward with evaluating the proposal, conducting negotiations and contract award. The State will not seek eVAQ modifications or clarifications after proposal submission due date.

The State’s eVAQ is an external process to this solicitation. The intent of the pre-qualification is to process as much of the administrative requirements required to do business in the State of California in advance to streamline the solicitation process. **Bidders are required to have an OSTP-approved eVAQ application on file prior to the Key Action Date for the Last day to submit proposal (refer to**

SECTION 2.3. KEY ACTION DATES) in order for your proposal to be accepted for evaluations.

The application can be accessed at <https://cadtprod.service-now.com/vendor>.

If the Bidder's firm is new to the eVAQ process, account registration is necessary and free of charge.

If a Bidder has an approved eVAQ on file, it is the Bidder's responsibility to ensure:

1. The eVAQ is a CDT OSTP-approved eVAQ (not a Department of General Services (DGS) eVAQ)).
2. All information required to be submitted with the eVAQ is up to date and valid.

All questions related to the eVAQ should be addressed to the Procurement Officers.

3.1.1.1. INCORPORATION OF EVAQ REQUIREMENTS

The Contract awarded as a result of the solicitation shall incorporate by reference all the requirements of the solicitation and the terms and conditions of the eVAQ. The Bidder's eVAQ shall remain in effect throughout the life of the Contract, including all optional years.

In the event there is inconsistent requirements between the solicitation and the Bidder's OSTP approved eVAQ documents, the solicitation documents shall take precedence.

3.2. ADMINISTRATIVE REQUIREMENTS

This section contains the mandatory and optional administrative requirements that must be met in order to be considered responsive to this solicitation. Additional administrative requirements for this solicitation are being processed through the electronic Vendor Application of Qualifications (eVAQ). Please refer to [SECTION 3.1.1. ELECTRONIC VENDOR APPLICATION OF QUALIFICATIONS \(EVAQ\)\(M\)](#) for more information.

3.2.1. COVER LETTER (M)

The Bidder must complete and submit [ATTACHMENT 4: COVER LETTER FORM](#) with their proposal.

A cover letter shall be considered an integral part of the proposal and any proposal form requiring signature, must be signed by an individual who is authorized to bind the bidding firm contractually. The signature block must indicate the title or position that the individual holds in the firm. An unsigned proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The draft proposal, if applicable, must also contain the cover letter, including the title of the person who will sign, but need not contain the signature.

3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The Bidder must complete and submit [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM](#). The Bidder must indicate its willingness and ability to satisfy these requirements by responding “Yes” in the “Bidder Agrees Yes/No” column. A “No” response to any of the mandatory administrative requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.2.3. CONFIDENTIALITY STATEMENT (M)

The Bidder must agree to the State’s confidentiality requirements by submitting a signed [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#), for the Bidder’s company. The completed confidentiality statement must be submitted as indicated in [SECTION 2.3. KEY ACTION DATES](#).

The Bidder engaging in services pertaining to this solicitation, requiring contact with confidential State information or State customer information will be required to exercise security precautions for all such data that is made available and must accept full legal responsibility for the protection of this confidential information. This includes all statistical, personal, technical, and/or other confidential personal data and information relating to the State’s operations that are designated confidential by the State.

The Bidder will also be required, upon Contract award, to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

3.2.4. ABILITY TO PERFORM

Prior to award of the Contract, the State must be assured that the Bidder selected has all of the resources to successfully perform under the Contract. This includes, but is not limited to, personnel in the quantity and with the skills required; equipment of appropriate type and in sufficient quantity; financial resources sufficient to complete performance under the Contract; and experience in similar endeavors. If, during the evaluation process, the State is unable to assure itself of the Bidder’s ability to perform under the Contract if awarded, the State has the option of requesting from the Bidder any information that the State deems necessary to determine the Bidder’s responsibility. If such information is required, the Bidder will be so notified and will be permitted five (5) working days to submit the information requested in writing. Examples of the type of financial responsibility information requested may include annual reports and current audited balance sheets for the Bidder’s firm.

3.2.5. PRIMARY BIDDER

An award, if made, will be to a primary Bidder. The awarded primary Bidder will be responsible for successful performance of all subcontractors and support services offered in response to this solicitation. All State policies, guidelines, and requirements that apply to the primary Bidder also apply to

subcontractors, as applicable to the products and services they provide and to their role as a subcontractor. Furthermore, the State will consider the primary Bidder to be the sole point of contact regarding contractual matters for the term of the resulting Contract. The Bidder shall not assign financial documents to a third-party without prior written approval by the State, and an amendment to the resulting Contract.

3.2.6. SUBCONTRACTORS

Nothing contained in the resulting Contract shall create any relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations. The Contractor is fully responsible to the State for the acts and omissions of the Contractor's subcontractors and of persons either directly or indirectly employed by the Contractor.

The Contractor shall not change subcontractor(s) and/or DVBE subcontractor(s) if such changes conflict with the work to be performed under this Contract. For DVBE subcontractor changes, the Contractor shall utilize another DVBE subcontractor. The State recognizes that changes to subcontractor(s) may be necessary and in the best interests of the State, however, advance notification of a contemplated change and the reasons for such change must be made to the State no less than seven (7) working days prior to the existing subcontractor's termination. If this should occur, the Contractor should be aware that the State Contract administrator or designee must approve any changes to the subcontractor(s) prior to the termination of the existing subcontractor(s). This also includes any changes made between submittal of the proposal and actual start of the Contract.

Contractor understands and agrees to comply with the requirements set forth in Military and Veterans Code, Section 999 et seq. that should award of this contract be based in part on their commitment to use the Disabled Veteran Business Enterprise (DVBE) subcontractor(s) identified in their bid or offer, per Military and Veterans Code, Section 999.5(f), a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by both the awarding department and the Department of General Services (DGS) prior to the commencement of any work by the proposed subcontractor. Changes to the scope of work that impact the DVBE subcontractor(s) identified in the bid or offer and approved DVBE substitutions will be documented by contract amendment.

Failure of Contractor to seek substitution and adhere to the DVBE participation level identified in the bid or offer may be cause for contract termination, recovery of damages under rights and remedies due to the State, and penalties as outlined in MVC, Section 999.9; Public Contract Code (PCC), Section 10115.10.

The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new subcontractor(s) ready to begin work on the contract.

The Contractor's obligation to pay its subcontractors is independent of the State's obligation to make payments to the Contractor. Contractor is solely responsible for any payments to or claims made by

subcontractors. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.

3.2.6.1. BIDDER DECLARATION FORM (M)

The Bidder must complete and submit [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#), with its proposal. When completing the declaration, the Bidder must identify all subcontractors proposed for participation in the Contract. The Bidder awarded the Contract is contractually obligated to use the subcontractors for the corresponding work identified, unless the Agency/state entity agrees to a substitution and it is incorporated, in writing. If the Bidder is not using subcontractors, the Bidder must still complete [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#) answering the applicable questions on the form, and submit it with its proposal. The form is available at:

<https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

3.2.7. AMENDMENT

Any Contract executed as a result of this solicitation may be amended consistent with the terms and conditions of the Contract and by mutual consent of both parties, subject to approval by the OSTP.

3.2.8. FINANCIAL RESPONSIBILITY INFORMATION

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the Contractor continues to have the financial resources to sustain its operations during the term of the Contract.

3.2.8.1. FINANCIAL STABILITY

In order to minimize the potential risk of default due to financial issues, the State reserves the right to request additional documentation throughout the life of the awarded Contract.

The State must be assured that the bidder continues to have the financial resources to sustain its operations during system development and implementation phases including the time required for the State to pay the Contractor after system acceptance.

3.2.8.2. RESPONSIBILITY CERTIFICATION (M)

The bidder must certify in writing, to the best of its knowledge and belief that the bidder, the bidder's subcontractor(s) or any personnel related to the Contract to be awarded are not presently debarred, suspended, proposed for debarment or declared ineligible for the award of Contracts by any state or federal

agency.

The bidder must certify it complies with this requirement as part of its Final Response, and if the bidder is selected, again, each time their awarded contract is renewed.

3.2.9. INCORPORATION OF EVAQ REQUIREMENTS

Bidders are advised that the Contract awarded as a result of this solicitation shall automatically incorporate by reference all Requirements as well as Terms and Conditions of the eVAQ. The Bidder's eVAQ, in its entirety, shall be incorporated into any Contract awarded as a result of this solicitation, and shall remain in effect after eVAQ expiration, and throughout the life of the Contract awarded as a result of this solicitation, including all optional years.

3.2.10. GENERAL PROVISIONS

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following:

- [Information Technology General Provisions - Cloud](#) (Revised 2/20/2025)

As a condition of submitting a response to this solicitation, the Bidder agrees to abide by all terms and conditions of the solicitation as written. The Bidder is advised that deviations from the State-approved Terms and Conditions may be the basis for rejection of the Bidder's proposal.

The State may consider limited negotiations around its standard terms, including the General Provisions, during the negotiation phase of the solicitation. Any negotiation of the General Provisions shall be limited to those provisions of the General Provisions that explicitly allow for changes by adding terms and conditions to the Statement of Work. Any changes to the State's standard terms, including the General Provisions, shall be at the sole and absolute discretion of the State.

3.2.10.1. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS

If the bidder's solution includes commercial Software as a Service (SaaS) as part of the solution, the Contract awarded as a result of this solicitation shall automatically incorporate by reference the "State Model: Cloud Computing Services Special Provisions for Software as a Service (SaaS)," which can be found at the following URL:

https://www.dgs.ca.gov/-/media/Divisions/PD/PTCS/OPPL/CLOUDCOMPUTINGSERVICESPECIALPROVISIONS_18_0301.docx?la=en&hash=D15B144C86A54D492E4E19AE810F7F35EA8D171F

3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)

The Prime Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 shall be required.

3.2.12. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)

The bidder must indicate its willingness and ability to satisfy these requirements by marking "Yes" on the "Bidder Agrees Yes/No" column on [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM](#). Answering "No" to any of the mandatory administrative requirements or not submitting the required documents with its Final Proposal may result in the proposal being deemed non-responsive.

3.2.13. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION

The State of California seeks to realize the potential benefits of GenAI, through the development and deployment of GenAI, while balancing the risks of these technologies.

Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) [4986.2](#).

Failure to report GenAI to the State may result in disqualification. The State reserves its right to seek any and all relief it may be entitled to as a result of such non-disclosure.

Upon notification by a Bidder of GenAI as required, the state reserves the right to incorporate GenAI Special Provisions into the final contract or reject bids that present an unacceptable level of risk to the State.

Government Code [11549.64](#) defines "Generative Artificial Intelligence (GenAI)" as an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data.

The Bidder must complete and submit as part of the proposal response, [ATTACHMENT 4: COVER LETTER FORM](#), notifying the State if it intends to provide or utilize GenAI by responding "Yes" or "No" in the "Bidder Agrees Yes/No" column

3.2.14. STATEMENT OF WORK

[ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#) identifies and describes the tasks and responsibilities of the Contractor and the responsibilities of the State during the term of the Contract.

The Bidder is advised that deviations to the SOW may be the basis for rejection of the Bidder's proposal. Refer to Part 2, Bidder Response [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#).

3.2.14.1. INSURANCE COVERAGE

In accordance to the [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK, SECTION 34. Insurance Requirements](#), the Contractor must furnish insurance certificate(s) evidencing required insurance coverage acceptable to the State, including endorsements showing the State as an "additional insured" if required under the Contract. Any required endorsements requested by the State must be separately provided; merely referring to such coverage on the certificates(s) is insufficient for this purpose. When performing work on State-owned or controlled property, Contractor shall provide a waiver of subrogation in favor of the State for its workers' compensation policy.

The prime Contractor shall agree to furnish the State with satisfactory evidence of insurance within ten (10) calendar days of Contract award.

3.2.15. PRODUCTIVE USE REQUIREMENTS

The productive use requirements protect the State from new equipment and software having no record of proven consistent performance. The State will only accept proven technology products.

The proposed solution must include only equipment and off-the-shelf software that is currently supported by its manufacturer for at least the time specified in Table 3.2, Productive Use Timeframes. No equipment and/or software may be proposed, specified, or employed if the manufacturer has announced an end to support. The productive use requirements defined in this section do not apply to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

3.2.15.1. CUSTOMER IN-USE

The State requires each equipment and software component proposed as part of an automated system adhere to the following:

1. Must have been installed and in productive use;
2. For a paying customer external to the Bidder's organization; and
3. For at least the number of months shown in Table 3.2 below and prior to the bid proposal

response date.

Table 3.2: Productive Use Timeframes

PRODUCT	PROJECT COST	PROPOSAL SUBMISSION
Category 1 - Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	More than \$100,000	6 months

Design changes in required system control modules or in components critical to the processing requirements of the State's workload are also subject to the In-Use Requirement. Increases or decreases in numbers of components or minor alteration in equipment or minor modifications or updates to software to provide improvements or features, to correct errors, or to accommodate hardware changes may be exempt from the In-use requirement by CDT OSTP, if no changes in logic, architecture or design are involved.

3.2.15.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS (M)

The purpose of the customer reference requirement is to provide the State the ability to verify the claims made in the proposal by the Bidder.

The State has the option to request the Bidder to provide a list of customers who presently have the bid equipment and/or software installed and operating. If requested, the list must include at least one (1) customer meeting that requirement. However, at least one customer reference must be included for each type of machine and feature bid that is subject to the requirements of that section (i.e., one customer having the specific CPU).

The State has the option to request from the Bidder supporting evidence of compliance to the customer in-use requirements. Supporting evidence could include, but is not necessarily limited to, one or more of the following:

- Customer purchase order or Contract showing installation dates for subject equipment or software;

- Acceptance document containing verification of installation by a paying customer;
- Customer invoice for subject equipment or software;
- Shipping invoice or bill of lading;
- Dated maintenance records;
- Sworn notarized statement from an officer of the bidding firm and/or a paying customer;
- State visit to the site of a paying customer.

The State will not consider exceptions to productive use requirements for this solicitation.

3.2.16. SOCIOECONOMIC PROGRAMS

Bidders who claim any of the socioeconomic program points will be evaluated to determine whether they submitted the required forms, documents, exhibits, attachments and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

Completed Small Business and Disabled Veteran Business Enterprise certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at

Office of Small Business and DVBE Services
707 Third Street, 1st Floor, Room 400
West Sacramento, CA 95606
Receptionist: (916) 375-4940 Fax (916) 375-4650

3.2.16.1. BIDDER'S PREFERENCE AND INCENTIVE DECLARATION (M)

The Bidder must complete and submit [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#), with its proposal. The Bidder must indicate on [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#) whether it is or is not claiming each preference and/or incentive.

3.2.16.2. DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PROGRAM

For the purposes of this solicitation, the DVBE Participation Requirement has been waived.

The Disabled Veteran Business Enterprise (DVBE) Participation Goal Program for State contracts are established in Public Contract Code (PCC), §10115 et seq., Military and Veterans Code (MVC), §999 et seq., and California Code of Regulations (CCR), Title 2, §1896.60 et seq.

Information regarding the DVBE Program Requirements may be viewed at:

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Apply-for-or-Re-apply-as-Small-Business-Disabled-Veteran-Business-Enterprise>

The Bidder who has been certified by California as a DVBE (or who has obtained the participation of subcontractors certified by California as a DVBE) must submit a completed form(s) STD.843 Disabled Veteran Business Declarations for each DVBE. All disabled veteran owners and disabled veteran managers of the DVBE(s) must sign a form for each DVBE and submit as [ATTACHMENT 9: DVBE DECLARATIONS](#).

3.2.16.2.1. DVBE INCENTIVE (O)

In accordance with Military and Veterans Code §999.5(a), an incentive will be given to all Bidders who claim DVBE participation. For Contract award evaluation purposes only, the State shall apply the incentive amount based on the amount of DVBE participation obtained.

If the Bidder is claiming a DVBE incentive, the Bidder must complete the following with its proposal for each DVBE:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#);
3. [ATTACHMENT 9: DVBE DECLARATIONS](#); and,
4. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

3.2.16.3. SMALL BUSINESS PREFERENCE (O)

The California Government Code §14835 et seq. requires that a five percent (5%) preference be given to Bidders who qualify as a Small Business (SB). The rules and regulations of this law, including the definition of a SB, or qualifying non-small business, are contained in Title 2, California Code of Regulations, §1896 et seq. The definition of nonprofit veteran service agencies qualifying as a SB is contained in §999.50 et seq. of the Military and Veterans Code.

If the Bidder is claiming a Small Business Preference, the Bidder must complete and submit the following with its proposal for each SB:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

More information regarding the Small Business Preference may be found at:

<https://www.dgs.ca.gov/PD-OSDS>

3.2.16.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE (O)

A five percent (5%) proposal preference is available to Bidders who qualify as a non-small business claiming at least 25% California-certified small business subcontractor participation. If claiming the non-small business subcontractor preference, the Bidder's response must include a list of the small businesses with which the firm commits to subcontract in an amount of at least 25% of the net proposal price with one (1) or more California-certified small businesses. Each listed certified small business must perform a "commercially useful function" in the performance of the Contract as defined in Government Code §14838(b)(1)(2).

The preference to a non-small business firm that commits to small business or microbusiness subcontractor participation of 25% of its net proposal price shall be given five percent (5%) of the highest responsive firm's total score. A non-small business that qualifies for this preference, may not take an award away from a certified small business.

If the Bidder is claiming a non-small business using small business subcontractors, the Bidder must complete and submit the following with its proposal for each SB Subcontractor:

1. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#);
2. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#); and,
3. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#).

3.2.16.5. COMMERCIALLY USEFUL FUNCTION (M)

All certified small business, micro business, and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

A Contractor, subcontractor, or supplier will not be considered to perform a commercially useful function if the Contractor's, subcontractor(s), or supplier's role is limited to that of an extra participant in the transaction, the awarded Contract, or project through which funds are passed to obtain the appearance of small business or micro business participation.

The Bidder must complete [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#) for each Small Business and/or DVBE (prime and/or subcontractor(s)). All Bidders and subcontractors identified in the proposal response to fulfill the requirements for one (1) or more of the socio-economic programs (DVBE and small business) must perform a commercially useful function (CUF) in the resulting Contract. CUF is defined pursuant to Military and Veterans Code §999(b)(5)(B) and Government Code §14837(d)(4)(A) for the DVBE and small business programs, respectively.

Bidder(s) may be required to submit additional written clarifying information regarding CUF on [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#). Failure to submit the requested written information as specified may be the basis for rejection of the Bidder's proposal.

3.2.16.6. TARGET AREA CONTRACT PREFERENCE ACT (TACPA) (O)

Target Area Contract Preference Act (TACPA) will be granted to California-based firms in accordance with Government Code §4530 whenever contracts for goods or services are in excess of \$100,000 and the Bidder meets certain requirements as defined in the California Administrative Code (Title 2, §1896.30 et seq.) regarding labor needed to produce the goods or provide the services being procured. The TACPA is optional on the part of the Bidder (not mandatory), is for proposal evaluation purposes only, and does not alter the amount of the awarded Contract.

Bidders wishing to take advantage of this preference will need to review the website below and submit the required applications/forms listed with its proposal as [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#). The Bidder's proposal may omit these if there is no intention to claim this preference.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

3.3. QUALIFICATION REQUIREMENTS

The Bidder is expected to have a proven record of success and be responsible for all aspects of the service, including any subcontractors and the project team/Key Staff proposed.

The Bidder must meet the mandatory Bidder Qualification and Key Staff Qualification Requirements. Failure to meet any of the mandatory requirements may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

3.3.1. BIDDER QUALIFICATIONS (M)

The Bidder must complete and submit as part of its response, [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#), to confirm that the Bidder's experience meets the mandatory requirements. It is incumbent upon the Bidder to provide enough detail in its Proposal to evaluate the Bidder's ability to meet the requirements and perform the services as described in this solicitation. Refer to [ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS](#) for further requirements and instructions.

3.3.2. BIDDER REFERENCES (M)(MS)

The Bidder must complete and submit [ATTACHMENT 15: BIDDER REFERENCE FORM](#) for each of the projects cited on the corresponding [ATTACHMENT 14: BIDDER QUALIFICATIONS FORM](#).

The purpose of the Bidder reference requirement is to provide the State the ability to assess the Bidder's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the Bidder's previous project clients. The description of their projects must be detailed and comprehensive enough to permit the State to assess the similarity of those projects to the work anticipated for the Contract resulting from this solicitation.

[ATTACHMENT 15: BIDDER REFERENCE FORM](#) must be completed in its entirety and dated by a reference that performed a management or supervisory role on the referenced project to be considered responsive. The [ATTACHMENT 15: BIDDER REFERENCE FORM](#) must be returned to the Bidder for submission with the proposal. No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may deem the Bidder non-responsive and may be the basis for rejection of the proposal.

References may be contacted to validate submitted responses based on customer satisfaction in accordance with [SECTION 7. EVALUATION](#). References must be external to a Bidder's organization and corporate structure. Failure to provide verifiable references may cause the proposal to be rejected.

References must meet the following criteria:

- Must be from the company (customer) or Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- Must not be from employees or individuals who have or are currently working for the Bidder.
- Amendments to contracts shall not be considered separate and distinct contracts and cannot be used as separate projects.

- Must be able to provide an objective evaluation of the proposed Bidder and/or staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

Prior to the Bidder using a current State employee as a reference, the Bidder shall contact the State Procurement Officers identified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#) , to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the DCC is permitted.

3.3.3. KEY STAFF QUALIFICATIONS (M)(DS)

The Bidder is fully responsible for all necessary staffing resources to successfully implement LIMSR solution within the agreed upon schedule and to perform to the standards set forth in the [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#). The Bidder's staff may be comprised of Key Staff, and Non-Key Staff that the Bidder requires to implement the Solution. A minimum of three Contractor key staff are required to fill the roles required in the SOW. Additional Contractor staff may also be necessary, at no additional cost to the State.

The Bidder must complete and submit Key Staff Qualification forms. The Bidder must provide complete information to confirm that each of the three (3) proposed Key Staff possess the experience and qualifications as specified for their project role. Refer to [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for further requirements and instructions.

Each cited project for each Key Staff must be submitted separately on the appropriate form. It is incumbent upon the Bidder to provide enough detail in the response for the State to evaluate the Bidder's proposed Key Staff's ability to meet the requirements and perform the services as described in this solicitation and the SOW.

The following key staff are required to perform the services as described in ATTACHMENT 26: APPENDIX A - STATEMENT OF WORK :

- Project Manager
- Implementation Services Lead
- Integration Analyst

3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION

For each experience requirement (marked by "x") that is met or partially met on the referenced project, specify the number of full-time month equivalent (FTE) experience that the Staff accrued on the referenced project. For each period in which the Staff performed work applicable to the claimed experience for a minimum of twenty (20) workdays of a minimum total of one hundred sixty (160) hours

(the minimum required to represent working full-time), the Staff accrues one (1) full-time month equivalent experience.

To calculate and report the full-time month equivalents experience for Staff who worked part-time (partial) on a referenced project, use the following calculation:

If the Staff worked half ($\frac{1}{2}$) time on a referenced project, experience should be pro-rated to one-half ($\frac{1}{2}$) or 0.5 month full-time month equivalent experience for each period in which the staff person worked a minimum of eighty (80) hours over twenty (20) State Business Days in a month.

For each experience requirement that the Staff's work on a referenced project addresses, report the total number of full-time month equivalents' experience the Staff's work represents using the calculations as previously described in this section, which depend upon the time period (calendar period) during which the Staff worked on the referenced project and whether he/she worked on a full-time or some other basis.

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

3.3.4. KEY STAFF REFERENCES (M)(MS)

The Bidder must complete and submit [ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM](#), [ATTACHMENT 15.5: IMPLEMENTATION SERVICES LEAD - REFERENCE FORM](#), [ATTACHMENT 15.6: INTEGRATION ANALYST - REFERENCE FORM](#) for each of the projects cited in the corresponding [ATTACHMENT 15.1: PROJECT MANAGER - QUALIFICATIONS FORM](#), [ATTACHMENT 15.2: IMPLEMENTATION SERVICES LEAD - QUALIFICATIONS FORM](#) and [ATTACHMENT 15.3: INTEGRATION ANALYST - QUALIFICATIONS FORM](#)

The purpose of the Key Staff reference requirement is to provide the State the ability to evaluate the proposed staff's experience in providing similar or relevant services to other organizations through a satisfaction rating provided by the staff's previous clients. The description of their projects must be detailed and comprehensive enough to permit the State to evaluate the work performed on the project meets the requirement(s).

Key Staff Reference Form must be completed in its entirety, and dated by a reference. The Key Staff Reference Form must be returned to the Bidder for submission with proposal.

No information corrections or changes may be made on the reference form by the Bidder. Forms with alterations or changes to the entered information may deem the Bidder non-responsive and may be the basis for rejection of the Bidder's proposal.

References may be contacted to validate submitted responses based on customer satisfaction in

accordance with SECTION 6. EVALUATION. Failure to provide verifiable references may cause the proposal to be rejected.

References must meet the following criteria:

- Must be from the company (customer) for Agency for which the project was developed and/or services provided.
- Must be someone who performs a management or supervisory role on the referenced project.
- Must be external to the Bidder's organization and corporate structure.
- May not be from employees or individuals who have or are currently working for the Bidder.
- A contract and all amendments to it are considered as one project. Amendments to a contract cannot be submitted as separate projects.
- Must be able to provide an objective evaluation of the proposed staff's performance.

If the reference is not allowed either legally or by company/organization policy to sign the reference form, the reference must type in its full name.

Prior to the proposed staff person using a current State employee as a reference, the Bidder shall contact the State Procurement Officer identified in [SECTION 2.2.1. PROCUREMENT OFFICER](#), to ensure the current State employee is not a member of the Evaluation Team. In addition, only one (1) reference from the DCC is permitted.

3.4. SOLUTION REQUIREMENTS

This section contains the detailed functional and non-functional requirements, deliverables and milestones requirements, and narrative response requirements pertaining to the proposed system that must be met in order to be considered responsive to this solicitation. In addition to meeting these requirements, the Bidder must adhere to [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#).

3.4.1. FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS (M)(MS)

The Bidder must complete and submit [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)

Refer to SECTION 6. EVALUATION for details on how the requirements will be scored as part of the overall evaluation. In addition to meeting these requirements, the Bidder must adhere to EXHIBIT A: STATEMENT OF WORK.

The State reserves the right to require a demonstration of any Solution Requirement the Bidder specifies will be met "Out of the Box."

3.4.2. DELIVERABLES AND MILESTONES TABLE (M)

The Bidder must complete and submit as part of its proposal, [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#). The Bidder must indicate compliance and confirmation to each of the deliverables by marking “Yes” or “No” in the column labeled “Bidder Agrees to Meet? Yes/No.” A blank or “NO” answer in this column may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not alter the structure or the content of [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

Refer to the details in [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

3.4.3. NARRATIVE REQUIREMENTS (MS)

The Bidder must complete and submit [ATTACHMENT 16: NARRATIVE RESPONSE](#) as part of their response, in accordance with the instructions and requirements specified in the Attachment.

Failure to submit the Narrative Responses in the format specified in [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#) may result in the response being considered non-responsive.

Refer to the details [SECTION 6. EVALUATION](#) on how the requirements will be scored as part of the overall evaluation.

3.5. DEMONSTRATIONS (MS)

Demonstrations provide the State validation of the Bidder's ability to meet the requirements of this RFP. The top three (3) Qualified Bidders will be required to perform a demonstration to validate their ability to meet both functional and technical requirements for the solution as specified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The State will notify Bidders of the dates and times of their demonstrations no fewer than five (5) calendar days prior to the scheduled demonstrations.

A demonstration is defined as a live presentation or display of a software application's features, functionality, or capabilities. The purpose of demonstrations is to show how the solution functions and how it meets the functional and non-functional requirements. The goal is to determine if the solution meets the State's overall needs.

The cost to the Bidder for preparing and conducting the demonstration shall not be reimbursed by the State.

3.5.1. CONDUCT OF DEMONSTRATION

The Bidder demonstrations must be conducted as follows:

1. The Bidder must host the Demonstration using a web conferencing tool such as WebEx, BlueJeans, MS Teams, Zoom, or a similar tool that provides for multiple participants and screen sharing.
 - a. No recording devices or transcription services of demonstrations are allowed.
2. The Bidder must transmit the Demonstration online meeting information by email to the Procurement Officer specified in [SECTION 2.2.1. PROCUREMENT OFFICERS](#) no fewer than three (3) calendar days prior to the demonstration date. The Procurement Officer will distribute the meeting information to the Evaluation Team.
3. The Bidder is fully responsible for all aspects of Bidder Demonstrations. Costs for developing and providing the demonstration are entirely the responsibility of the Bidder and shall not be reimbursed by the State.
4. The State reserves the right to reschedule or propose a new demonstration time(s) based on unforeseen circumstances.
5. Bidders must provide their own technical staff and equipment resources, as necessary, for the demonstrations.
6. Demonstrations must be a live, interactive presentation of the software solution, where the presenter engages with the software in real-time, rather than using static slides, images, or PowerPoint presentations.

3.5.2. FUNCTIONAL REQUIREMENTS DEMONSTRATION

The Functional Requirements Demonstration will consist of a demonstration where Bidder shall demonstrate a subset of functional requirements that will be met by the system “out of the box” as indicated by Bidder in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). Failure to demonstrate the "out of the box" functionality will result in Bidder disqualification.

Each Bidder will be allotted sixty (60) minutes for the Functional Requirements Demonstration. Demonstrations will be hosted by Bidder and take place between the hours of 8:00 a.m. – 5:00 p.m., Pacific Time. It is Bidder’s responsibility to determine how to best present its products and materials within the allotted time. Bidder is fully responsible for all aspects of Bidder Demonstration.

Demonstration of Requirements may be presented in any order, however, the demonstrator must clearly identify the requirement number to which the demonstration is related.

Refer to [SECTION 6. EVALUATION](#) for details on how the requirements will be scored as part of the overall evaluation.

4. COST

Cost is a primary evaluation criterion weighted at 40% of the total points.

This section contains the **Mandatory Scored (MS)** and **Mandatory Optional (MO)** cost requirements that must be met in order to be considered responsive to this solicitation. All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all services required in this solicitation.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Bidders and foster competition. Therefore, the Bidder is advised that failure to comply with the instructions listed in [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#), such as submission of an incomplete proposal, use of alternative pricing structures or different formats than the one requested, may be the basis for rejection of the Bidder's proposal.

It is imperative that no cost information be included in the body of the proposal. Cost information must only be submitted in accordance with [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#).

COST CONSIDERATIONS

One-Time Costs:

One-time costs are those costs paid by the State for deliverables, tasks, and responsibilities necessary for the acquisition, design, development, and implementation (DD&I) of the proposed solution. These costs are usually fixed costs. The following are examples of one-time costs:

- Business Analysis - perform an analysis of the business processes for the CTLO to understand and deliver a solution that meets process needs.
- Design and Development - utilizing [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) REQUIREMENTS configure a solution to support mandatory requirements.
- Implementation and training - testing, defect resolution, go-live planning, implementation, and training to affect an operational system.

The Bidder shall identify one-time costs separate from SaaS subscription service costs on [EXHIBIT D: COST WORKBOOK](#)

On-Going Costs:

On-going continuing costs are those costs that are projected to be paid by the State to the successful Bidder on an annual basis or some other reoccurring basis. For evaluation purposes and contract value determination, continuing costs include any costs that are applied on a reoccurring basis during the term of the Contract. The following are examples of continuing costs:

- Help Desk Support
- Maintenance and Operations
- Hardware and Software maintenance and operational costs
- Licensing and Associated Annual Subscription Costs

The Bidder shall identify on-going SaaS subscription service costs on [EXHIBIT D: COST WORKBOOK](#)

4.1. COST WORKBOOK (MS)

The Bidder must submit a completed [EXHIBIT D: COST WORKBOOK](#) separately in Volume 2, as part of their response, in accordance with the requirements specified in this section/exhibit.

Services, features, equipment, and costs included in [EXHIBIT D: COST WORKBOOK](#) are those that the Bidder must provide for the term of the Contract as identified in the [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#), which includes all optional years.

4.2. COST WORKBOOK INSTRUCTIONS

The cost workbook includes multiple cost worksheets that must be completed by the Bidder and submitted with its Final Cost Proposal to be considered responsive. The cost workbook lists all cost elements required.

The Bidder is required to enter all cost data in the format prescribed by the cost workbook, even if there are no costs for the item indicated on the worksheet(s). In these instances the Bidder must indicate the cost as a zero (\$0). In addition, if any character other than a numeral is used (e.g., a dash), the State will assume the cost of the item to be zero (\$0). Items submitted with no price will be considered as offered at no cost. Costs cannot exceed two (2) decimal places.

The Bidder's completed cost workbook must be submitted separately with its proposal no later than the date and time identified in [SECTION 2.3. KEY ACTION DATES](#) to be considered responsive. The cost workbook shall list all cost elements required to implement, maintain, and operate the proposed services in support of the LIMS.

See [SECTION 5.3. DELIVERY OF SUBMITTALS](#) for details surrounding the cost workbook submission.

Unless specified, all other fields must not be modified. If the cost workbook is modified or cells are left blank, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. The cost workbook must be filled out completely or the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State has populated some of the cells with formulas, however it is the responsibility of the Bidder to ensure worksheets and calculations are correct and accurate. The State will not assume responsibility for

any cost figures that do not calculate properly. Cells highlighted in yellow, indicate the cells in which the Bidders must enter its cost.

A detailed description of each worksheet is provided in the [EXHIBIT D: COST WORKBOOK](#).

Tab 1: Cover Page

- Tab 2: Summary
- Tab 3: SaaS Software
- Tab 4: Deliverables Payment Milestones
- Tab 5: Unanticipated Tasks (UT) Hourly Rates

Refer to the [EXHIBIT D: COST WORKBOOK](#) for additional cost workbook instructions.

5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS

These instructions identify the mandatory proposal format and the approach for the development and presentation of proposals. The format instructions must be followed, all requirements and questions in the solicitation must be completed, and all requested data must be supplied. The Bidder shall carefully examine the solicitation and be satisfied with the compliance conditions prior to submittal.

Bidder shall upload an electronic copy of its proposal, including the cost workbook, as specified in [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#) . It is important that Bidder's electronic files that comprise its proposal are clearly labeled, or they may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The State will not be liable for any costs incurred by any Bidder in responding to this solicitation, regardless of whether the State awards the Contract through this process, decides not to move forward with the project, cancels this solicitation for any reason, or Contracts for the project through other processes or by issuing another solicitation.

5.1. PREPARATION

Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this solicitation document. High-definition graphics, multi-colored content, promotional materials, etc., are not necessary or desired. Emphasis should be concentrated on conformance to the solicitation document instructions, responsiveness to the solicitation document requirements, and completeness and clarity of content.

5.2. COMPLETION OF PROPOSALS

Proposals must be complete in all respects as required. A proposal may be rejected if it is conditional,

includes assumptions, includes exceptions that conflict with requirements or the intent of the effort, includes modifications to requirements, or if it contains any alterations of form or other irregularities of any kind. A proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal if any such defect or irregularity from the solicitation document requirements. The proposal must contain all costs as required in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#) .

5.3. DELIVERY OF SUBMITTALS

The Bidder must email the Procurement Officers by the due date specified in [SECTION 2.3. KEY ACTION DATES](#) , no more than two (2) contacts who will have access to the State's file-sharing site to electronically upload Bidder's proposal. Once provided, an invitation to the State's file-sharing site will be sent to those individuals. It is the Bidder's responsibility to confirm receipt of the invitation with the Procurement Officers.

A separate file location will be created for each Bidder accessible only to the Bidder Contact(s).

The file sharing site does not allow access from outside the Continental United States.

It is highly recommended that Bidders upload a test MS Word, MS Excel, and PDF file to each folder at least five (5) calendar days prior to the due date to test access to the State's file-sharing site. Upon successful upload, notify the Procurement Officers and the test file will be deleted. It is the Bidder's responsibility to gain access to the file-sharing site to submit their proposal.

The file sharing site will provide a primary folder for each Bidder to submit their proposal. Each Bidder's folder will contain subfolders: Volume 1, Volume 2.

The Bidder contacts will be required to upload a complete copy of the Bidder's proposal to the appropriate folders.

If a Bidder fails to request access to the file sharing site by the due date specified in the Key Action Dates, the State cannot guarantee access to the site prior to the proposal submittal due date and no other submissions outside of the file sharing site will be considered.

COST:

- The Bidder Contacts will be required to upload a complete copy of the Bidder's [EXHIBIT D: COST WORKBOOK](#) in the appropriate cost folder.
- The Bidder's EXHIBIT E: COST WORKBOOK file shall be titled with the [Bidder's Name] and Project Name, and deposited in the folder labeled "Cost".
- The Bidder's cost workbook shall be in MS Excel format (version 2019 or higher).

- Prior to submission, Bidders MUST apply an encryption password to the cost workbook.
- The Bidder will be required to email the encryption password to the Procurement Officer and Secondary Procurement Officer at the same time the Bidder uploads their cost workbook.

If a file is uploaded in error to a file sharing site folder, the Bidder may submit a request by email to the Procurement Officers prior to the last day to submit responses. **Do not upload compressed files (.zip files) onto the file-sharing site.**

Proposals must be received no later than the date and time specified in [SECTION 2.3. KEY ACTION DATES](#) . **Late receipt of a proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.**

5.4. PROPOSAL CONTENT AND STRUCTURE

It is the Bidder's responsibility to ensure its proposal is submitted in a manner that enables the State to easily locate all response descriptions, Attachments, and Exhibits for each requirement of this solicitation. Page numbers should be in the same position throughout the proposal. Figures, tables, charts, etc., should be assigned index numbers and should be referenced by these numbers in the text and in the Table of Contents. Figures, tables, charts, etc., should be placed as close to text references as possible. The proposal should be organized to identify the Attachments/Exhibits.

1. Show the following on each page of the proposal:
 - a. Solicitation #
 - b. Name of Bidder
 - c. Attachment/Exhibit Number
 - d. Page number (Page # of ##)
2. Response components shall be submitted electronically using the Century Gothic typeface no smaller than twelve (12) points, with headers/footers and table/figures no smaller than ten (10) point font.
3. Documents must be formatted to fit, if printed, on 8.5" x 11" letter-size paper and have a perimeter margin no less than one-half inch (0.5").
4. Electronic copies of the proposal must be in Microsoft Office version 2019 or higher (e.g., MS Word, MS Excel, MS Visio, etc.). The Bidder may include a PDF version of its proposal; however, the Bidder must ensure PDF versions are identical in content and pagination. **The content of all PDF files must be searchable.** OR Soft copies of the proposal must be submitted in one (1) PDF document to the file-sharing site.
5. PDF versions of documents shall be used for those submissions of the proposal that require signature.
6. The Bidder must ensure that no cost information of any type is included outside of the cost workbook. The inclusion of cost in any part of the proposal, except for Volume 2, may be the basis

for rejection of the Bidder's proposal.

7. Bidders must ensure their proposal is submitted in the applicable file-sharing site folder.
8. As stated in [SECTION 2.4.5. CONFIDENTIALITY](#), proposals marked "confidential" or "proprietary" may exclude the Bidder from consideration for award.

5.4.1. VOLUME 1: RESPONSE TO ADMINISTRATIVE AND TECHNICAL REQUIREMENTS

Volume 1 submission must contain the following in this order:

[Table of Contents](#)

1. [ATTACHMENT 2: INTENT TO BID FORM](#)
2. [ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM](#)
3. [ATTACHMENT 4: COVER LETTER FORM](#)
4. [ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM](#)
5. [ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM](#)
6. [ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105](#)
7. [ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES](#)
8. [ATTACHMENT 9: DVBE DECLARATIONS](#)
9. [ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION \(CUF\) CERTIFICATION](#)
10. [ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS](#)
11. [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#)
12. [ATTACHMENT 14: BIDDER REFERENCE FORM](#)
13. [ATTACHMENT 15.1: PROJECT MANAGER - QUALIFICATIONS FORM](#)
14. [ATTACHMENT 15.2: IMPLEMENTATION SERVICES LEAD - QUALIFICATIONS FORM](#)
15. [ATTACHMENT 15.3: INTEGRATION ANALYST - QUALIFICATIONS FORM](#)
16. [ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM](#)
17. [ATTACHMENT 15.5: IMPLEMENTATION SERVICES LEAD - REFERENCE FORM](#)
18. [ATTACHMENT 15.6: INTEGRATION ANALYST - REFERENCE FORM](#)
19. [ATTACHMENT 16: NARRATIVE RESPONSE](#)
20. [ATTACHMENT 25: CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION](#)
21. [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)
22. [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#)

5.4.2. VOLUME 2: COST

This volume must contain: [EXHIBIT D: COST WORKBOOK](#)

6. EVALUATION

This section details the evaluation process and scoring procedures the State will follow when evaluating proposals submitted in response to this solicitation. The evaluation process is a multi-step review of each Bidder's proposal to determine that it is responsive, and provides a "value effective" solution to the State. The value effective proposal is the proposal that best meets all requirements set forth in this solicitation and any State negotiated items.

The State reserves the right to modify or cancel this procurement in its entirety or in part at any time.

6.1. EVALUATION TEAM

This procurement is being conducted under the guidance of a Procurement Officers from CDT OSTP (refer to [SECTION 2.2.1. PROCUREMENT OFFICERS](#)). The Procurement Officers will serve as the Bidder's point of contact for questions and clarification, and will identify the rules governing this procurement.

The State will establish an evaluation team consisting of Department of Cannabis Control State employees only, including management and staff, to review and evaluate proposals. The State Procurement Officers will provide guidance and oversight to the evaluation team. The State may engage additional qualified individuals or subject matter experts (SME) during the evaluation process to assist the State in gaining a better understanding of technical, financial, legal, contractual, or program issues. These individuals/SME do not have voting privileges or responsibility for the evaluation process and will serve solely in an advisory capacity.

6.2. PROPOSAL EVALUATION

This section identifies how the State will evaluate and award points for each proposal in a manner that preserves the integrity of the competitive procurement process.

Proposals will be based on compliance with all requirements, with points allocated **sixty percent (60%)** for scored administrative, qualifications, and solution requirements. The remaining forty percent (40%) will be allocated for Cost. The evaluation methodology and distribution and allocation of maximum points possible for each proposal component is provided in Table 6-1: Evaluation Scoring and Point Distribution.

Proposals will be evaluated using a combination of mandatory Pass/Fail and numerically scored criteria. All Bidders should read this section carefully to understand how points and scores are assigned.

A proposal may be rejected if it is conditional or incomplete, contradicts the requirements, contains alterations of any form, or contains other irregularities of any kind, including alterations to any terms and conditions.

Evaluation scoring will be made by consensus of the Evaluation Team members.

Total points are identified below, excluding preferences and incentives. All point calculations will be rounded to the nearest hundredth (two (2) decimal places).

Table 6-1: Evaluation Scoring and Point Distribution

SCORING PROCESS AND POINT DISTRIBUTION	SCORING METHOD	MAX SCORE
REVIEW OF BIDS FOR ADMINISTRATIVE COMPLIANCE		
EVAQ Approval Validation	Pass/Fail	N/A
Opening and Submission Validation	Pass/Fail	N/A
Administrative and Technical Review for Compliance	Pass/Fail	N/A
EVALUATION OF BIDDER QUALIFICATIONS AND REFERENCES		
Mandatory Qualifications for Bidder	Pass/Fail	N/A
Desirable Qualifications for Bidder	Scored	300
Bidder Mandatory Reference Requirements	Pass/Fail	N/A
Bidder Reference Scoring Points (Average)	Pass/Fail	N/A
EVALUATION OF BIDDER NARRATIVES AND DELIVERABLES		
Narrative Requirement Response (Understanding & Approach)	Scored	400
Mandatory Deliverables Requirements (Exhibit G)	Pass/Fail	N/A

EVALUATION OF SOLUTION REQUIREMENTS		
Mandatory Functional & Non-Functional Requirements (Exhibit E)	Scored	1,100
EVALUATION OF KEY STAFF QUALIFICATIONS AND DEMONSTRATIONS		
Mandatory Requirements for Proposed Key Staff	Pass/Fail	N/A
Desirable Requirements for Proposed Key Staff		
1. Project Manager	Scored	200
2. Implementation Services Lead	Scored	200
3. Integration Analyst	Scored	200
Key Staff – Reference Forms Scoring (Average)	Pass/Fail	100
Demonstrations	Scored	600
EVALUATION OF COST		
Cost Evaluation	Scored	2,100
TOTAL POSSIBLE POINTS		5,200

Preference/Incentive Points	
	Max Score
Small Business Preference Points (O)	130
DVBE Incentive (O)	TBD
TACPA Preference (O)	TBD
TOTAL POSSIBLE POINTS + PREFERENCES AND INCENTIVES	TBD

6.2.1. VALIDATION AGAINST REQUIREMENTS

The State will review each proposal in detail to determine its compliance with the solicitation requirements. The State reserves the right to use multiple means to validate and determine the Bidder's response to a requirement. This may be through details in its description and/or supporting documentation provided or material that is publicly available, that may either support or contradict the Bidder's claim of intended compliance.

During the Proposal evaluation, the State may request the Bidder clarify any area of the proposal that the State determines to be unclear in accordance with [SECTION 6. EVALUATION](#).

If a Bidder's proposal fails to meet a mandatory requirement, it will be considered a deviation in accordance with [SECTION 2.4.1. IDENTIFICATION AND CLASSIFICATION OF SOLICITATION REQUIREMENTS](#).

6.2.2. ERRORS IN THE FINAL PROPOSAL

An error in the proposal may cause the rejection of that proposal; however, the State may at its sole option retain the proposal and make certain corrections. In determining if a correction will be made, the State will consider the conformance of the proposal to the format and content required by the solicitation, and any unusual complexity of the format and content required by the solicitation. If appropriate, errors may be corrected in accordance with the following:

1. If the Bidder's intent is clearly established based on review of the complete proposal submittal, the State may at its sole option correct an error based on that established intent.
2. If the State discovers obvious clerical or arithmetic errors, the State may, at its sole option, correct such errors. If the mathematical correction results in significant changes to the Bidder's response, the State will provide the Bidder the opportunity to validate the resulting correction.
3. It is essential that Bidders carefully review the cost elements in their proposals since they may not be provided the opportunity to correct errors after submission.
4. In the event an ambiguity or discrepancy between any of the State's solicitation documents, is detected after review of the bids, the State reserves the right to seek clarification and acceptance from the Bidder.
5. The Bidder is required to thoroughly review the solicitation to ensure that its proposal is fully responsive with the solicitation requirements and thereby avoid the possibility of being ruled non-responsive. It is the Bidder's responsibility to utilize the question and answer process to clarify any ambiguities in the solicitation requirements to ensure that the Bidder is submitting a responsive proposal.
6. At the State's sole discretion, it may declare all proposals to be Draft Proposals. Bidders may not protest the State's determination of all Proposals being declared Draft Proposals. If all proposals

are declared to be Draft Proposals, the State may issue an addendum to this solicitation. Should this occur, confidential discussions may be held with Bidders that wish to remain under consideration. Each Bidder will be notified of the due date for the submission of a new Proposal to the State. This submission must conform to the requirements of the original RFP or as modified by an addendum. The new proposals will be evaluated as required by [SECTION 6. EVALUATION](#).

6.2.2.1. BIDDER RESPONSE CLARIFICATION

The State may request that a Bidder clarify any area of their response that the State determines to be unclear. The State may also request clarification for areas that may render the proposal non-responsive to the requirements and provide Bidders the opportunity to resubmit a responsive proposal by the date and time specified by the State. However, if the Bidder does not resubmit a responsive proposal to the areas identified by the date and time specified by the State, the Bidder's proposal will be rendered non-responsive, and ineligible to proceed to the next phase of the solicitation process. Clarifications may be requested via writing or confidential discussion.

6.2.3. ADMINISTRATIVE REQUIREMENTS EVALUATION

All [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) labeled with (M) are mandatory, with the exception of those Administrative Requirements in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) labeled with (O) which are optional and Bidders are not required to respond. Review of the proposals will begin with ensuring that the Bidder has responded to all administrative requirements, in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) that require proposal submittal documents.

Only proposals that pass the evaluation of the mandatory [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#) and [SECTION 3. PROPOSAL REQUIREMENTS](#) will proceed to cost opening. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#), or [SECTION 3. PROPOSAL REQUIREMENTS](#), the State will determine if the deviation(s) is material. If the deviation is determined to be material, the Bidder will be deemed non-responsive and will be the basis for rejecting the Bidder's proposal.

6.3. QUALIFICATION EVALUATION

All [SECTION 3.3. QUALIFICATION REQUIREMENTS](#) labeled with (M), (MS), and (MO) are mandatory, whereas Qualification Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Qualification Requirements.

Qualification Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.3. QUALIFICATION REQUIREMENTS](#), it may be considered non-responsive and may be the basis for rejecting the Bidder's

proposal.

6.3.1. BIDDER QUALIFICATIONS EVALUATION

The State will evaluate Bidder qualifications using the information contained in the completed [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Descriptions of experience must be clear, concise, and apply directly to the requirements.

To aid the State in evaluating Bidder qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates. If a Bidder submits a proposal using any other date format, the State will count only the whole months or years between the start and end dates specified. For example, Bidder "A" cites start and end dates for a project as 01/19/2023 and 07/25/2024. The Bidder or Key Staff member would only be credited with eighteen (18) months of experience.

If a project end date is ongoing or exceeds the proposal due date, then the Bidder will receive credit for only the experience acquired up to the proposal due date specified in [SECTION 2.3. KEY ACTION DATES](#). In this instance, Bidders are instructed to use the proposal due date as the end date of ongoing projects. Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience.

If the number of years and months for a project was not indicated on the Bidder Qualification form "Experience gained on this cited Project" and the Bidder checked "yes" to meeting the total experience on the project cited, then the Bidder will only receive experience credit for the minimum number of years required for that requirement **OR** will receive the number of years indicated on the start/end date of the Bidder Qualification form, whichever is less.

Bidders that do not complete and submit all required Bidder qualification forms with their proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.3.2. BIDDER REFERENCES EVALUATION

The State will evaluate the Bidder's references using the information provided in each [ATTACHMENT 14: BIDDER REFERENCE FORM](#).

Bidders that do not return the required reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

Each question must have a rating of 5 (satisfactory) or higher to PASS, based upon the ratings provided by the reference(s). Any conflicting information may result in the offer being deemed non-responsive. If any of the reference questions on any of the forms contain a rating of 5 or less, the State may deem the Bidder non-responsive and may be the basis for rejection of the Bidder's proposal. If a question is not

answered, the Bidder will receive zero (0) points for that question.

If the State wishes to validate the claimed information and experience listed on a Bidder Reference Form, the State will make two (2) attempts via email or phone to the reference contact identified on the Bidder Reference Form. The Bidder should ensure that its Bidder Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#).

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.3.3. KEY STAFF QUALIFICATIONS EVALUATION

The State will evaluate Key Staff Qualifications and experience using the information contained in the Bidder's Key Staff qualification forms.

To aid the State in evaluating Key Staff qualifications, the Bidder should use a MM/DD/YYYY format when indicating project start and end dates on the Key Staff Qualification forms. If a Bidder submits a response using any other date format, the State will count only the whole months or years between the start and end dates specified.

If a project end date is ongoing or exceeds the proposal due date, then the Key Staff member will receive credit for only the experience acquired up to the proposal due date, as shown on [SECTION 2.3. KEY ACTION DATES](#).

Concurrent project timeframes (overlapping dates) will only count once for calculating the number of years and months of qualification experience for Key Staff.

Bidders that fail to submit a completed Key Staff Qualification form together with all required completed corresponding Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

For each Key Staff, the Evaluation Team will first evaluate the completed [ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS](#) for compliance with the instructions specified in the form and in [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#). The State will evaluate Key Staff experience and award points as applicable using the Bidder's response to the mandatory and desirable

requirements.

If the State is unable to validate that the information supplied qualifies for any desirable scored experience points, no points will be awarded for such experience.

6.3.4. KEY STAFF REFERENCES EVALUATION

The Bidder must complete and submit one (1) reference Key Staff Reference form using the applicable Attachment for each Key Staff project cited in the Key Staff Qualification Forms.

Each Key Staff reference form must be from a reference contact who performed a management or supervisory role on the cited project.

All Key Staff Reference Forms must be returned with the proposal response. Proposals that do not include the required Key Staff reference forms may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Evaluation Team will validate claimed Key Staff experience specified in the Key Staff Qualification Forms using the corresponding Key Staff Reference Form for each project cited to meet the mandatory (M) experience and if applicable, Desirable Scored (DS) experience. If the State is unable to validate the claimed experience meets the (M) requirement, the response may be considered non-responsive and may be the basis for rejecting the Bidder's proposal. If the State is unable to validate the claimed experience meets the Desirable Scored (DS) experience, points will not be awarded.

References will be scored based upon the ratings provided by the reference(s). Any conflicting information may result in the offer being deemed non-responsive.

Reference scores will be calculated by totaling the Satisfaction Ratings from each reference form submitted. The aggregate rating for all reference forms submitted will be divided by the number of reference forms submitted to determine the Key Staff's average rating score. This figure will then be multiplied by the total maximum points available (100) and divided by the maximum points possible per reference form (80). This figure will be rounded to the nearest whole number to determine the Bidder's final evaluated total score for Key Staff references. For example, if three (3) references are submitted with total rating scores of 30, 50, and 80 from three (3) projects, the aggregate rating scores equal 160. The aggregate score (160) will be divided by the number of reference forms submitted (3) to determine the average rating of 53.33 points. $53.33 \text{ (average rating)} \times 100 \text{ (total points possible)} / 80 = 67 \text{ (rounded)}$ total points for Key Staff references

References that are returned with an unsatisfactory rating for any question may, at the State's discretion, may be considered non-responsive and may be the basis for rejecting the Bidder's proposal

OR

If a question is not answered, the Bidder will receive a 0 rating score for that question.

If the State validates a Key Staff qualification, the State will make two (2) attempts to the reference contact identified on the Key Staff Reference Form to validate the claimed information and experience. The Bidder should ensure that its Reference Form contacts are available for validation during the evaluation period identified in [SECTION 2.3. KEY ACTION DATES](#) . Reference Contacts listed on the Reference Forms must be the same contact person listed on each Bidder Qualification Form.

If the State has not received a response from the reference contact after the first contact attempt, a second attempt will be made. If no response is received after the second contact attempt, the State will seek assistance from the Bidder requesting the reference to respond to the State within forty-eight (48) hours of the second contact attempt.

If the State remains unable to contact the reference, the Bidder's proposal may be considered non-responsive and may be the basis for rejecting the Bidder's proposal for failure to provide a verifiable reference.

6.4. SOLUTION REQUIREMENTS EVALUATION

All [SECTION 3.4. SOLUTION REQUIREMENTS](#) labeled with (M), (MS), and (MO) are mandatory, whereas Solution Requirements labeled with (DS) are optional. Bidders are not required to respond to optional requirements. Review of the proposals will begin with ensuring that the Bidder has responded to all mandatory Solution Requirements.

Solution Requirements will be evaluated as a Pass/Fail and, if applicable, points will be awarded. If a proposal fails to meet any mandatory requirement specified in [SECTION 3.4. SOLUTION REQUIREMENTS](#) , it may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.4.1. FUNCTIONAL AND NON-FUNCTIONAL EVALUATION

The functional and non-functional requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) will be scored for evaluation. The Bidder must provide complete responses to each requirement.

For Functional Requirements the Bidder must complete the appropriate columns to indicate how the requirement will be met (e.g., out-of-the-box, minor configuration, major configuration, or through customization) by placing a '1' in the Response Code column. Only one column may contain a response code. The Bidder must further indicate the solution's ability to meet the requirement by selecting "Yes" or

“No” in the column titled “Met (Y/N)”

For Non-Functional Requirements the Bidder must complete the appropriate columns by selecting "Yes" or "No" in the column titled "Met (Y/N)".

Failure to indicate how the solution will be met, via the Response Codes columns and Bidder Approach Response may be the basis for rejection of the bid.

The Bidder must not modify the format, add columns or include explanatory text to its response or otherwise change the format or content of [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)

The Requirements Workbook provides a description of each column and the instructions for completing [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#)

The state reserves the right to require a demonstration of any Solution Requirement the Bidder specifies will be met "Out of the Box."

6.4.2. DELIVERABLES AND MILESTONES EVALUATION

The State will evaluate the [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#), which lists deliverables. A “Yes” response in the “Yes/No” column indicates the Bidder agrees to produce and meet each deliverable and milestone identified therein. The Evaluation Team will evaluate the Bidder’s responses to confirm compliance.

A “No” response to any of the Mandatory or Mandatory Optional items may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Bidder must not modify the format, add columns, or include explanatory text to its response or otherwise change the content of [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).

6.4.3. NARRATIVE RESPONSE(S) EVALUATION

The State will evaluate the narrative responses using the information contained in the completed [ATTACHMENT 16: NARRATIVE RESPONSE](#).

Points will be awarded for the narrative responses as detailed in Table 6.5.3: Narrative Scoring Criteria. Points will be awarded based on percentages of the total possible points for each Narrative Requirement.

Table 6.5.3: Narrative Scoring Criteria

SCORING CRITERIA	RATING	PERCENTAGE OF POINTS POSSIBLE
- Responsive to all of the areas listed in the requirement; - Demonstrates a thorough understanding by providing such detail that the State is confident that Bidder understands and has the ability to meet the criteria listed; - Provides a detailed description of how Bidder will meet critical aspects of the requirement; - Demonstrates major strengths and few, if any, minor weaknesses.	Excellent	100%
- Responsive to all of the areas listed in the requirement; - Demonstrates an acceptable understanding of the requirement, though minor ambiguities exist; - Provides sufficient description of how Bidder will meet critical aspects of the requirement; - Response strengths outweigh weaknesses.	Acceptable	50%
- Responsive to a majority of the areas listed in the requirement; - Demonstrates a minimal understanding of the requirement and includes ambiguities or inaccuracies; OR - Provides insufficient detail of how Bidder will meet the requirement; OR - Response weaknesses outweigh strengths.	Inadequate	25%
Response lacks an understanding of the	Deficient	0%

requirement; OR • No response provided OR • Failed to respond to the question OR • Included exceptions and/or conditions OR • Conflicted with a mandatory requirement.		
--	--	--

Any Narrative response receiving zero (0) points will not result in the proposal being deemed non-responsive.

6.5. DEMONSTRATIONS

The top three (3) Qualified Bidders will be required to perform a demonstration to validate their ability to meet both functional and technical requirements for the solution as specified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The State will notify Bidders of the date and time of their demonstration no fewer than five (5) calendar days prior to the scheduled demonstration.

Demonstrations will occur over a day-long period for each of the Bidders and will **permit sixty (60) minutes for the demo**. Forty-five (45) minutes will be allocated to the Bidder for its demonstration and fifteen (15) minutes will be allocated for State follow-up questions and/or clarifications. Bidders are advised to fully prepare in advance of the demonstrations to ensure each use case is fully demonstrated. Demonstration times may be adjusted at the discretion of the States.

Bidders will be required to demonstrate its solution for a subset of the [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The presentation must be a live demonstration delivered with the proposed solution provided for this project showcasing operational functionality in real-time. A non-operational demonstration of the solution or static slide show of the solution is not allowed. In this scenario, the State may deem the Bidder non-responsive and may be the basis for rejection of the Bidder's proposal. Bidder demonstrations must contain solution components developed by the Bidder that are functional, feasible, and usable by Department of Cannabis Control upon contract execution. The cost to the Bidder for preparing and conducting the demonstration shall not be reimbursed by the State.

The Bidder demonstrations must be conducted as follows:

1. The Bidder must host the Demonstration using a web conferencing tool such as WebEx, BlueJeans, MS Teams, Zoom, or a similar tool that provides for multiple participants and screen sharing.
2. The Bidder must transmit the Demonstration online meeting information by email to the Procurement Officer specified in SECTION 2.2.1. PROCUREMENT OFFICER no fewer than three (3) calendar days prior to the demonstration date. The Procurement Officer will distribute the

meeting information to the Evaluation Team.

3. The Bidder is fully responsible for all aspects of Bidder Demonstrations. Costs for developing and providing the demonstration are entirely the responsibility of the Bidder and shall not be reimbursed by the State.
4. The Bidder must ensure any materials it wishes Evaluators to have on-hand during the demonstration are submitted to the Procurement Officer no fewer than twenty-four (24) hours prior to the Bidder's demonstration.
5. The State reserves the right to reschedule or propose a new demonstration time(s) based on unforeseen circumstances.
6. Bidders must provide their own technical staff and equipment resources, as necessary, for the demonstrations.

6.5.1. FUNCTIONAL REQUIREMENTS DEMONSTRATION EVALUATION

The Functional Requirements Demonstration will focus on functional requirements where the Bidder indicated in their response that the system can be met with "out of the box" in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

If the Bidder's response indicates that a requirement will be met "out of the box", as defined in the instructions included with [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#), such functionality must be demonstrated. Demonstrations will be scored as Pass or Fail. Demonstrations meeting the "out of the box" requirement will receive a Pass score. **Failure to demonstrate the "out of the box" functionality will result in the Bidder's disqualification.**

6.5.2. DEMONSTRATION EVALUATION

The State will observe and evaluate the effectiveness and outcome of each demonstration. Demonstrations will be evaluated using the criteria specified in Table 6.5.2-1: Demonstration Evaluation Criteria. The maximum points available for demonstrations is six hundred (600) points as specified in Table 6-1: Scoring and Point Distribution [SECTION 6.2. PROPOSAL EVALUATION](#).

Table 6.5.2 -1: Demonstration Evaluation Criteria

1. Ease-of-Use	Possible Score
Does the demonstration show solution components that are user-friendly? This includes, but is not limited to, an intuitive structure, consistent layouts, clear navigation across screens, tabbing from field to field, simple language for enhanced usability.	300
2. Workflow Automation	
Does the demonstration show workflow automation in the solution that reduces manual/paper tasks and activities? Include a general overview of the case management lifecycle and showcase the rules and logic that will reduce human input and intervention.	300
3. Functional Completeness of Demo	
Each of the requirements are fully addressed in the demonstration*	Meets/Does Not meet

Table 6.5.2-2: Demonstration Scoring Key

The requirements will be evaluated using the ratings listed in Table 6.5.2-2: Demonstration Scoring Key. A Bidder's response to a Demonstration Requirement that is awarded a score of zero (0) points will not result in disqualification.

POINTS (AS %)	RATING	SCORING KEY FOR 1 & 2
100%	Fully Meets	The demonstrated element fully meets the expectations of the Evaluation Team and demonstrates aspects exceeding the fulfillment of the requirement(s).
		The Bidder has demonstrated a complete understanding of the requirement(s) and has provided a complete approach to meeting the requirement(s).
75%	Mostly Meets	The demonstrated element mostly addresses the requirement evaluation factor.

		The Bidder has demonstrated more than partial, but less than full understanding of the requirement(s). The omission(s), flaw(s), or defect(s), if any, are inconsequential.
50%	Partially Meets	The demonstrated element partially addresses the requirement evaluation factor.
		The Bidder has demonstrated a partial understanding of the requirement(s). The omission(s), flaw(s), or defect(s), if any, are inconsequential.
25%	Minimally Meets	The demonstrated element minimally addresses the requirement evaluation factor.
		The Bidder has demonstrated a minimal understanding of the requirement(s). The omission(s), flaw(s), or defect(s) are consequential.
0%	Does Not Meet	The Bidder has demonstrated no understanding of the requirement(s). The omission(s), flaw(s), or defect(s), result in the Evaluation Team being unable to deduce an overall competency.

The requirements will be evaluated separately using the ratings listed in Table Table 6.5.2-1: Demonstration Scoring Key. A Bidder's response to a Demonstration Requirement that is awarded a score of zero (0) points will not result in disqualification.

		Scoring Criteria for 3 of table Table 6.5.2-1 (Functional Completeness of Demo)
Zero points	Meets	All requirements were demonstrated.
Zero points	Does not meet	All requirements could not be demonstrated. *If the Functional Requirements that the Bidder marked as Out of the Box in the EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS cannot be demonstrated, points will be removed from Exhibit E.

6.6. COST EVALUATION

After [SECTION 3. PROPOSAL REQUIREMENTS](#) have been evaluated, the evaluation team will evaluate the cost workbook (Bidder's response to Volume 2) for those Bidders whose proposals have been deemed responsive. If a Bidder is determined non-responsive, its cost workbook will remain unopened.

If a Bidder's cost workbook fails to meet the password protection requirement, the State may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

The Total Cost points are weighted at forty percent (40%) of the maximum available points for this solicitation.

All proposed costs for all line items must be all-inclusive, thereby including the cost of any and all associated services and deliverables required in this solicitation to implement and maintain the full solution through the term of the Agreement.

The intent is to structure the pricing format to facilitate a straightforward comparison among all Cost submissions and foster competition to obtain the best market pricing. Consequently, Department of Cannabis Control requires that each Bidder's cost information be in the format identified in [EXHIBIT D: COST WORKBOOK](#). Bidders are advised that failure to comply with the instructions listed, such as submission of incomplete proposals or use of alternative pricing structures or different formats than the one requested, may result in the rejection of Bidder's proposal.

Any elements not specifically priced or identified in the Bidder's Cost Workbook, or those that are identified after Contract Award as necessary to meet the requirements of this solicitation, will be at no additional cost to the State.

NOTE: It is imperative that no cost information be included anywhere outside of [EXHIBIT D: COST WORKBOOK](#) may be considered non-responsive and may be the basis for rejecting the Bidder's proposal.

6.6.1. COST SCORE CALCULATION

All cost worksheets will be validated to verify completeness and mathematical accuracy. If appropriate, errors will be corrected in accordance with [SECTION 6.2.2. ERRORS IN THE FINAL PROPOSAL](#). After costs have been verified for accuracy, the Bidder with the lowest proposed Total Cost will receive the

maximum score of two thousand nine hundred (2,100) points. All other Bidders will receive a proportionally lower score using the ratio of the lowest proposed Total Cost to the Bidder's proposed Total Cost applied to the maximum of 2,100 points, as shown in Table 6.6-1 below:

Table 6.6-1: Bidder Total Cost Score Formula

(Lowest proposed Total Cost)	X 2,100 points = Bidder Total Cost score
(Bidder's proposed Total Cost)	

The total evaluated cost score calculation in Table 6.6-2, Example of Bidder Total Cost Score Calculation illustrates that Bidder C proposed the lowest Total Cost and received the maximum points possible.

Table 6.6-2: Bidder Total Cost Score Calculation

BIDDER	BIDDER'S TOTAL COST	CALCULATION				BIDDER'S TOTAL COST SCORE
A	\$500,000	(\$300,000 / \$500,000)	X	2,100 points	=	1,260 points
B	\$400,000	(\$300,000 / \$400,000)	X	2,100 points	=	1,575 points
C	\$300,000	(\$300,000 / \$300,000)	X	2,100 points	=	2,100 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.7. SOCIOECONOMIC PROGRAMS EVALUATION

Bidders who claim preference points will be evaluated to determine whether they submitted the required forms, documents, exhibits, and/or the responses necessary to validate their qualification and eligibility for the claimed preference(s). If the State determines that the submitted information is insufficient or that the required documents do not otherwise validate the eligibility for points in any of the claimed programs, then the points for that program will not be added to the Bidder's final overall proposal score. If the State is able to validate the Bidder's claim, the qualified preference points will be applied to the Bidder's final overall proposal score as illustrated in Table 6.9-1 Final Score and Rank Determination provided that the Bidder's proposal is not otherwise determined to be non-responsive to any mandatory requirements.

The total proposal score calculation is shown in Table 6.7-1, Example of Bidder Total Proposal Score Calculation.

Table 6.7-2: Bidder Total Proposal Score Calculation

BIDDER	BIDDER'S TOTAL NON-COST SCORE		BIDDER'S TOTAL COST SCORE		BIDDER'S TOTAL PROPOSAL SCORE
A	2,200.00 points	+	1,700.00 points	=	3,900.00 points
B	2,750.00 points	+	2,000.00 points	=	4,750.00 points
C	2,900.00 points	+	2,100.00 points	=	5,000.00 points

NOTE: Point values in this example explain the calculations and have no other significance.

6.7.1. DVBE INCENTIVE EVALUATION

In accordance with §999.5(a) of the Military and Veterans Code, for evaluation purposes only, the State shall provide an incentive to Bidders who provide California-certified DVBE participation that exceeds the mandatory California-certified DVBE participation goal in the amounts shown in Table 6.7.1-1 DVBE Participation Incentive Formula.

The State will verify DVBE and apply the incentive accordingly. The DVBE Incentive points are a percentage of the total possible points. The maximum incentive for this procurement is five percent (5%) of the total points available, and is based on the amount of DVBE participation confirmed. Table 6.7.1-1 below is an illustration of this calculation:

Table 6.7.1-1: DVBE Incentive Formula

CONFIRMED DVBE PARTICIPATION	DVBE INCENTIVE PERCENTAGE	DVBE INCENTIVE POINTS
≥ 5%	5%	255.00 (5,100 x .05)
4% - 4.99%	4%	204.00 (5,100 x .04)
3.% - 3.99%	3%	153.00 (5,100 x .03)
<3%	0%	0.00

6.7.2. SMALL BUSINESS PREFERENCE EVALUATION

The State will verify Small Business/Non-Small Business preference claim and apply the five percent (5%) preference accordingly. Refer to [SECTION 3.2.16.3. SMALL BUSINESS PREFERENCE \(O\)](#) and [SECTION 3.2.16.4. NON-SMALL BUSINESS SUBCONTRACTOR PREFERENCE \(O\)](#) for more information.

In accordance with Government Code §14835 et seq., Bidders who qualify as a small business will be given a five percent (5%) preference for evaluation purposes only. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements. The rules and regulations of this law, including the definition of a small business for the delivery of goods and services, are contained in the California Code of Regulations, Title 2, § 1896 et seq.

This five percent (5%) small business preference is also available to a non-small business claiming 25% California certified small business subcontractor participation. The five percent (5%) preference is calculated on the total number of points awarded to the highest scoring non-small business that is responsive to the proposal requirements and that is not subcontracting a minimum of 25% to a small business. Non-small business Bidders claiming the five percent (5%) small business preference must commit to subcontract at least 25% of the net proposal price with one (1) or more California certified small businesses.

Completed certification applications and required support documents must be submitted to the Department of General Services Office of Small Business and DVBE Services (OSDS) no later than 5:00 p.m. on the proposal due date, and the OSDS must be able to approve the application as submitted. Questions regarding certification should be directed to the OSDS at (916) 375-4940.

For an illustration of this process, refer to the example in Table 6.7.2-1, Small Business Preference Points Calculation. Points in this example explain the calculations and have no other significance.

The preference points for Bidders A and B are based on five percent (5%) of the Bidder proposal score of Bidder C, the highest scorer of a non-small business, which is (5,000.00 points) x (.05) = 250.00 points (rounded). Bidder C, which is neither a small business nor a non-small business subcontracting a minimum of 25 percent (25%) to a small business, receives no small business preference points.

Table 6.7.2-1: Small Business Preference Points Calculation

BIDDER	BIDDER TOTAL PROPOSAL SCORE	SMALL BUSINESS PREFERENCE CLAIM?	NON-SMALL BUSINESS PREFERENCE CLAIM?	SMALL BUSINESS PREFERENCE POINTS AWARDED
A	3,900.00 points	Yes	No	250.00 points
B	4,750.00 points	No	Yes	250.00 points
C	5,000.00 points	No	No	0.00 points

NOTE: Calculation is based on 5% of the Bidder with the highest “Bidder proposal score” that is a non-small business. In the example Table 6.7.2-1, Bidder C has the highest non-small business score.

6.7.3. TACPA PREFERENCE EVALUATION

The State will give preferences in accordance with the Government Code § 4530-4535.3, for Bidders that are California home based and qualify for claimed preferences under the Target Area Contract Preference Act (TACPA) by completing and returning the appropriate forms described in the solicitation. Where multiple preferences are claimed, the State will verify eligibility for the preferences and evaluate and apply preferences in accordance with the law.

Available evaluation preferences under TACPA are limited to nine percent (9%), five percent (5%) worksite, and one percent (1%) up to four percent (4%) workforce of the lowest total proposal price or fifty thousand dollars (\$50,000.00), whichever is less. The TACPA preference is a dollar preference, applied against the Bidder’s proposed cost, before cost is evaluated and converted to points.

The State will verify and apply TACPA preference accordingly. The TACPA preference does not apply when the worksite is fixed by the terms of the Contract.

6.8. BIDDER FINAL SCORE CALCULATION

The evaluation team will calculate the Bidder’s final score. Table 6.8-1, Bidder Final Score Calculation, illustrates the Bidder’s final score that incorporates both preference and incentive points:

Table 6.8-1: Bidder Final Score Calculation

BIDDER	BIDDER TOTAL	SMALL BUSINESS	VERIFIED	DVBE INCENTIVE	BIDDER
--------	--------------	----------------	----------	----------------	--------

	PROPOSAL SCORE	PREFERENCE POINTS AWARDED	DVBE %	POINTS AWARDED	FINAL SCORE
A	3,900.00 points	250.00 points	3%	153.00 points	4,303.00 points
B	4,750.00 points	250.00 points	4%	204.00 points	5,204.00 points
C	5,000.00 points	0.00 points	5%	255.00 points	5,255.00 points

NOTE: Bidder's final score calculation in Table 6.8-1 is an example that explains the calculations and has no other significance.

6.9. PROPOSAL RANK DETERMINATION

The State will determine which Bidder has the highest combined score for the bid requirements and cost, up to the maximum points, plus any preference and/or incentive points. The State will rank all qualified proposals by the Bidder's final score. Table 6.9-1 demonstrates how the final ranking determination is made:

Table 6.9-1: Example of Final Score and Rank Determination

REQUIREMENT	MAX SCORE	BIDDER A	BIDDER B	BIDDER C
Administrative Requirements	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications - Mandatory	Pass/Fail	Pass	Pass	Pass
Bidder Qualifications - Desirable	300.00	100.00	300.00	300.00
Bidder Reference	Pass	Pass	Pass	Pass
Bidder Narrative	400.00	200.00	400.00	400.00
Requirements for Proposed Key	Pass/Fail	Pass	Pass	Pass

Staff - Mandatory				
Requirements for Proposed Key Staff - Desirable	600.00	200.00	500.00	500.00
Key Staff Reference Forms	100.00	50.00	60	90.00
Demonstrations	600.00	300.00	440.00	510.00
Deliverables Requirements	Pass/Fail	Pass	Pass	Pass
Functional & Non-Functional Requirements	1,100	650	1,050	1,100
Total Non-Cost Score	3,100.00	2,200.00	2,750.00	2,900.00
Total Cost Score	2,100.00	1,700.00	2,000.00	2,100.00
TOTAL PROPOSAL SCORE	5,200.00	3,900	4,750.00	5,000.00
Initial Rank (Before preferences and incentives)		3	2	1
DVBE Incentive Points	255.00	153.00	204.00	255.00
Small Business claimed	Yes/No	Yes	Yes	No
Small Business Preference Points	250.00	250.00	250.00	0.00
BIDDER FINAL SCORE	5,705.00	4,303.00	5,204.00	5,255.00
FINAL RANK		3	2	1

7. NEGOTIATIONS

This solicitation is being conducted under the authority of CDT pursuant to Public Contract Code (PCC) §6611, which provides the authority to use a competitive negotiation process when the State's business needs or the purpose of a procurement or contract is known, but negotiation is necessary to ensure the

State receives the best value or the most cost-efficient goods, services, information technology, and telecommunications technology.

Negotiations allow the State and Bidder an opportunity to discuss items that could, in the State's opinion, enhance the Bidder's proposal and potential for award. Negotiations are not intended to allow a Bidder to completely rewrite its proposal. The negotiations are exchanges between the State and the Bidder, which are undertaken with the intent of allowing the Bidder to revise its proposal only in areas determined by the State during the negotiation process. Negotiations will be conducted either orally or in writing.

The State may discuss any aspect of the Bidder's proposal that could, in the opinion of the State, be altered or explained to enhance the proposal's potential for award. However, the State is not required to discuss every area where the Bidder's proposal could be improved. The scope and extent of negotiation exchanges are the matter of the State's judgment. The State reserves the right to modify or cancel this Solicitation in its entirety or in part at any time.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Award of a contract, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State. All aspects of the Bidder's proposal are confidential until after the issuance of the notification of award.

7.1. PROCEEDING TO NEGOTIATIONS

At the discretion of the State, the State may invoke negotiations under PCC §6611. The purpose of the negotiation process is to maximize the State's ability to obtain a value-effective solution.

Option 1

At the discretion of the State, the highest scoring responsive Bidder will be determined eligible to participate in the negotiation process. If the State cannot come to an agreement with the highest scoring responsive Bidder, the State will invite and proceed with negotiations with the next highest scoring responsive Bidder. This Bidder negotiation selection process will continue until the State completes negotiations with the final selected Bidder.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

Option 2

At the discretion of the State, up to the top three (3) highest scoring, responsive Bidders will be determined eligible to participate in the negotiation process.

NOTE: In the event no responsive bids are received, the State at its discretion may proceed to negotiations with all Bidders that submitted a bid.

The negotiations may or may not result in a Contract award.

At the State's discretion, the State will determine the topics for negotiation and reserves the right to revise the scoring criteria for Best and Final Offer evaluation to obtain a value effective solution.

7.2. NEGOTIATION INVITATION

Bidder(s) invited to participate in negotiations will receive an Invitation to Negotiate with the following information:

1. The general purpose and scope of the negotiations;
2. The anticipated schedule for the negotiations;
3. The procedures to be followed for negotiations; and
4. Confirmation of negotiation attendance within two (2) working days of invitation.

The Bidder(s) must submit any additional information requested by the State by the due date specified in the Invitation to Negotiate letter.

7.3. BEST AND FINAL OFFER SUBMISSION (BAFO)

At the conclusion of negotiations, the State may request a best and final offer (BAFO) submission. The intent of the BAFO is to clarify and document understandings reached during negotiations. The State will include a date and time for submission of the BAFO. A Bidder's BAFO is an irrevocable offer for one hundred and twenty (120) calendar days following the Contract Award date specified in [SECTION 2.3. KEY ACTION DATES](#). A Bidder may extend the offer in the event of a delay in the Contract Award.

7.4. EVALUATION OF BAFO SUBMISSION

The State will evaluate the BAFO submission based on topics negotiated. BAFOs will be evaluated using the criteria and methodologies described in [SECTION 6. EVALUATION](#) or a BAFO addendum, if issued for purposes of this solicitation's negotiations.

8. CONTRACT AWARD

Contract Award, if made, will be to the Bidder that meets and/or exceeds the State's requirements and provides the best value to the State and will occur pursuant to the Key Action Dates of the solicitation document specified in [SECTION 2.3. KEY ACTION DATES](#). However, the State, at its sole option, may change the Contract Award date.

The State will publish a Notification of Award to all Bidders that have submitted a proposal in response to this solicitation. Notification of Award will be sent at the time of Agreement execution.

All aspects of the Bidder's proposal are confidential until after the issuance of the Notification of Award

9. DEBRIEFING

A debriefing may be held within fifteen (15) calendar days following Contract award at the request of any Bidder for the purpose of receiving specific information concerning the evaluation. The discussion will be based primarily on the qualifications, solution requirements and cost evaluations of the Bidder's proposal. A debriefing is not the forum to challenge the solicitation specifications or requirements. Statements made during the debrief are non-binding on the State and are intended for informational purposes only.

10. PROTESTS

This procurement process does not include any provisions to protest either the process or resulting contract award(s). However, pursuant to PCC § 6611(d), an unsuccessful Bidder may file a petition for a writ of mandate in accordance with Section 1085 of the Code of Civil Procedure. The venue for the petition for a writ of mandate will be Sacramento, California.

ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/ REQUEST FOR CHANGES

The Bidder is required to use the format listed below when submitting questions and request for changes to the Procurement Officer listed in [SECTION 2.2.1. PROCUREMENT OFFICERS](#). Written questions and request for changes must be submitted in Microsoft Excel or Word version. Instructions are as follows:

Name of Bidder – Provide the name of the bidding firm

Contact Person – Provide the name of the person to contact if the State needs clarification about the question.

Contact Email and Phone Number – Provide the email and phone number (including area code) for the listed contact person.

Q # – Sequentially number each question/request for change, always starting at one (1) for each submission.

Section/Document(s) – Identify the section or document the request pertains to, such as “Request for Proposal, [SECTION 3.3.3. KEY STAFF QUALIFICATIONS \(M\)\(DS\)](#).”

Page # – Identify the page number of the section/document name or title the question pertains to.

Question/Request for Change – Write the question and/or request for change in this column. If the Bidder is requesting a change, the Bidder must apply track changes to ensure the requested change is evident.

Bidder’s Rationale for Change Requests - Provide an explanation for the requested change.

Expand or reduce the number of rows to accommodate the number of questions.

QUESTION/REQUEST FOR CHANGES FORM				
Name of Bidder:				
Contact Person:				
Contact Email and Phone Number:				
Q	Section/Document(s)	Page	Question/Request for Change	Bidder's Rationale

QUESTION/REQUEST FOR CHANGES FORM				
#		#		for Change Request
1				
2				
3				
4				

ATTACHMENT 2: INTENT TO BID FORM

The Bidder should complete and submit this form per the instructions in [SECTION 2.2.3. INTENT TO BID](#).

Bidder's Legal Company/Firm Name: _____

INTENT TO BID SELECTION (select one):	
☐	Intends to submit a bid and has no issues with the solicitation requirements.
☐	Intends to submit a bid but has one (1) or more issue(s) with the requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)
☐	Does not intend to submit a bid and has one (1) or more issues(s) with the solicitation requirements. (Use ATTACHMENT 1: TEMPLATE FOR QUESTION SUBMITTAL/REQUEST FOR CHANGES +att and submit by the dates specified in SECTION 2.3. KEY ACTION DATES .)

Provide two (2) contacts who will need access to the State's file sharing site for uploading the proposal (Refer to SECTION 5.3. DELIVERY OF SUBMITTALS):		
INFORMATION	PRIMARY CONTACT	SECONDARY CONTACT
Name:		
Title/Role:		
Phone Number:		
E-Mail:		

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	

The Bidder's Authorized Representative or Corporate Officer:	
Email:	
Signature:	
Date:	

ATTACHMENT 3: FOLLOW-ON CONTRACT DISCLOSURE FORM

1. Background Information

PCC Section 10365.5 generally prohibits a person, firm, or subsidiary thereof that has been awarded a consulting services contract from submitting a bid for and/or being awarded an agreement for, the provision of services, procurement of goods or supplies, or any other related action that is required, suggested, or otherwise deemed appropriate in the end product of a consulting services contract.

PCC Section 10365.5 does not apply to any person, firm, or subsidiary thereof that is awarded a subcontract of a consulting services agreement that totals no more than 10 percent of the total monetary value of the consulting services agreement.

Consultants/employees of a firm that provides consulting advice under an original consulting contract are not prohibited from providing services as employees of another firm on a follow-on contract, unless the persons are named contracting parties or named parties in a subcontract of the original contract.

PCC Section 10365.5 does not distinguish between intentional, negligent, and/or inadvertent violations. A violation could result in disqualification from bidding, a void contract, and/or imposition of criminal penalties.

2. Contract Disclosure

Bidder to select the appropriate box below.

☐	I hereby certify that neither my firm nor any subcontractor that my firm intends to use under the contract resulting from this procurement, is currently providing consulting services to the state under a state contract (or as a subcontractor providing more than 10 percent of dollar value of a consulting service contract with the state) or has provided such services within five (5) years prior to the release of this solicitation that are related in any manner to the services, goods, or supplies being acquired pursuant to this solicitation. Bidder must sign below. This option is likely to apply to bidding firms that do not currently and/or never have provided consultant services to the state.
☐	Attached is a disclosure of current and/or prior consulting services provided by my firm or a proposed subcontractor to the state under a state contract within five (5) years prior to the release of this solicitation that may be related in some manner to the services, goods, or supplies being acquired pursuant to this solicitation. In addition, provide a detailed explanation why your firm is not prohibited from bidding under PCC Section 10365.5. Please also refer to the Department of General Services'

	Management Memo 07-04 for additional information regarding the follow-on contracting prohibition, which is located at https://www.dgs.ca.gov/Resources/ManagementMemos Bidder must sign below and attach a detailed disclosure.
--	---

The Bidder's Authorized Representative or Corporate Officer:	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

ATTACHMENT 4: COVER LETTER FORM

The Bidder must complete and submit this form with its proposal.

COVER LETTER REQUIREMENTS	BIDDER AGREES YES/NO
The Bidder agrees this proposal is an irrevocable offer per +SECTION 2.4.9. IRREVOCABLE OFFER.	☐ Yes ☐ No
The Bidder agrees to the terms and conditions of this solicitation, including all exhibits and attachments thereto, and accepts responsibility as the prime contractor if awarded the contract resulting from this solicitation	☐ Yes ☐ No
The Bidder agrees to having available staff with the appropriate skills to complete the contract for all services as described in this solicitation and SOW.	☐ Yes ☐ No
The Bidder has completed and submitted the eVAQ application and has been deemed approved by OSTP. The Bidder hereby certifies that all information submitted in the eVAQ is true, correct, and complete as of the date of submission, and that such information is incorporated herein by reference and made a part of this bid. Bidder shall provide OSTP approved eVAQ number:	☐ Yes ☐ No
The Bidder must notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance.	(1) ☐ Yes ☐ No (2) ☐ Yes ☐ No
This form is signed by an individual who is authorized to bind the bidding firm contractually. The individual's name must also be typed, and include the title or position that the individual holds in the firm. An unsigned bid may be rejected.	☐ Yes ☐ No

Bidder's Information	
Bidding Firm's Legal Name:	
Bidding Firm's Address:	
Printed Name of Authorized Representative:	
Title/Role:	
Address:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 5: RESPONSE TO ADMINISTRATIVE REQUIREMENTS FORM

The Bidder must complete and submit this form by indicating agreement to each of the administrative requirements in the table below as described in [SECTION 3.2. ADMINISTRATIVE REQUIREMENTS](#). By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory administrative requirements in the proposal will deem the Bidder non-responsive and may be the basis for rejecting the Bidder’s proposal.

RFP 2025-002 - SECTION 3.2. ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
SECTION 3.1. PREQUALIFICATION REQUIREMENTS	☐ Yes ☐ No
SECTION 3.2.1. COVER LETTER (M)	☐ Yes ☐ No
SECTION 3.2.2. ADMINISTRATIVE REQUIREMENTS DOCUMENT (M)	☐ Yes ☐ No
SECTION 3.2.3. CONFIDENTIALITY STATEMENT (M)	☐ Yes ☐ No
SECTION 3.2.4. ABILITY TO PERFORM	☐ Yes ☐ No
SECTION 3.2.5. PRIMARY BIDDER	☐ Yes ☐ No
SECTION 3.2.6. SUBCONTRACTORS	☐ Yes ☐ No
SECTION 3.2.7. AMENDMENT	☐ Yes ☐ No
SECTION 3.2.8. FINANCIAL RESPONSIBILITY INFORMATION	☐ Yes ☐ No
SECTION 3.2.10. GENERAL PROVISIONS	☐ Yes ☐ No
SECTION 3.2.11. WORKERS' COMPENSATION/EMPLOYER'S LIABILITY (M)	☐ Yes ☐ No
SECTION 3.2.13. GENERATIVE ARTIFICIAL INTELLIGENCE (GENAI) DISCLOSURE NOTIFICATION	☐ Yes ☐ No
SECTION 3.2.14. STATEMENT OF WORK	☐ Yes ☐ No
SECTION 3.2.14.1. INSURANCE COVERAGE	☐ Yes ☐ No
SECTION 3.2.15. PRODUCTIVE USE REQUIREMENTS	☐ Yes ☐ No

RFP 2025-002 - SECTION 3.2. ADMINISTRATIVE REQUIREMENTS	Bidder Agrees Yes / No
SECTION 3.2.16. SOCIOECONOMIC PROGRAMS	☐ Yes ☐ No

ATTACHMENT 6: CONFIDENTIALITY STATEMENT FORM

The Bidder must complete and submit this form with its proposal.

As an authorized representative or corporate officer of the company name below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) or its affiliated agencies is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required to execute this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT or its affiliates related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the Procurement Officer immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

I warrant that if my company is awarded the Contract, it will not enter into any agreements or discussions with a third party concerning such materials prior to receiving written confirmation from the State that such third party has an agreement with the State similar in nature to this one.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the Procurement Officer. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Procurement Officer before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Bidder to submit a signed confidentiality statement from all personnel, agents, and subcontractors

assigned to the awarded Contract.

The Bidder's Authorized Representative or Corporate Officer	
Bidder/Firm Name:	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105

In accordance with [SECTION 3.2.6.1. BIDDER DECLARATION FORM \(M\)](#) , the Bidder must complete and submit with its proposal the Bidder Declaration GSPD-05-105 form.

The form and its instructions are available as a fill and print PDF at: <https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf>

ATTACHMENT 8: BIDDING PREFERENCES AND INCENTIVES

The Bidder must complete all of the sections below and submit with its proposal.

1. SMALL BUSINESS PREFERENCE:

Bidder must check the appropriate box from the choices below.

SMALL BUSINESS PREFERENCE	
☐	I am a DGS certified Small Business and claim the Small Business Preference. My DGS Small Business certification number is:
☐	I have recently filed for DGS Small Business certification. I have not yet been certified, but I am claiming the Small Business Preference.
☐	I am not a DGS certified Small Business, but 25% or more of the net bid price will go to a DGS certified Small Business subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the Small Business preference. Bidder must complete and submit ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 , indicating the percentage of the net bid price that will be received by each DGS certified Small Business subcontractor. The form can be found at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf
☐	I am not claiming the Small Business Preference.

2. DVBE INCENTIVE:

Bidder must check the appropriate box from the choices below.

DVBE INCENTIVE	
☐	I am a DGS certified DVBE and claim the DVBE Incentive. My DGS DVBE certification number is:
☐	I have recently filed for DGS DVBE certification. I have not yet been certified, but I am claiming the DVBE Incentive.

DVBE INCENTIVE	
☐	I am not a DGS certified DVBE, but a percentage of the net bid price will go to a DGS certified DVBE subcontractor(s) performing a Commercially Useful Function and therefore, I am claiming the DVBE Incentive. Bidder must complete and submit a ATTACHMENT 7: BIDDER DECLARATION GSPD 05-105 , indicating the percentage of the net bid price that will be received by each DGS certified DVBE subcontractor. The Bidder must also complete and submit an ATTACHMENT 9: DVBE DECLARATIONS , for each DVBE subcontractor, signed by the DVBE owner/ manager. The forms can be found at the following links: https://www.documents.dgs.ca.gov/dgs/fmc/gspd/gspd05-105.pdf https://www.documents.dgs.ca.gov/dgs/fmc/gspd/pd/pd_843.pdf
☐	I am not claiming the DVBE Incentive.

3. TARGET AREA CONTRACTOR PREFERENCE ACT (TACPA):
Bidder must check the appropriate box from the choices below.

TACPA PREFERENCE	
☐	I am not claiming the TACPA Preference.
☐	I am claiming the TACPA Preference. Bidder must complete and submit ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS. The forms can be found at the following link: https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa

ATTACHMENT 9: DVBE DECLARATIONS

In accordance with [SECTION 3.2.16.2. DISABLED VETERAN BUSINESS ENTERPRISE \(DVBE\) PROGRAM](#) the Bidder must complete and submit with its proposal the STD. 843, Disabled Veteran Business Enterprise Declarations form.

The form and its instructions are available as a fill and print PDF at: https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_843.pdf

ATTACHMENT 10: COMMERCIALLY USEFUL FUNCTION (CUF) CERTIFICATION

Mark all that apply: ☐ DVBE ☐ Small Business ☐ Micro Business ☐ N/A

All certified small business (SB), micro business (MB), and/or DVBE Contractors, subcontractors or suppliers must meet the commercially useful function requirements under Government Code Section 14837 (for SB), Military and Veterans Code Section 999 (for DVBE), and Title II California Code of Regulations, Section 1896.4 and 1896.62.

Answer questions 1-5 below, as they apply to your company for the goods and/or services being acquired in this solicitation. A California certified SB, MB, or DVBE business must be deemed to perform a Commercially Useful Function (CUF) by meeting **ALL** of the following CUF requirements for Contract award consideration.

CUF Requirements			
1.	Is responsible for the execution of a distinct element of the resulting Contract.	Yes ☐	No ☐
2.	Carries out its obligation by actually performing, managing, or supervising the work involved.	Yes ☐	No ☐
3.	Performs work that is normal for its business services and functions.	Yes ☐	No ☐
4.	Is responsible, with respect to products, inventories, materials, and supplies required for the Contract, for negotiating price, determining quality and quantity, ordering, installing, if applicable, and making payment. If this is a SERVICE with NO goods involved, check N/A and go to #5.	Yes ☐	No ☐ or N/A ☐
5.	Is not further subcontracting a portion of the work that is greater than that expected to be subcontracted by normal industry practices.	Yes ☐	No ☐

If the answer to any of the five (5) questions is “NO” (except for #4 when marked with “N/A”), may result in your proposal being deemed non-responsive.

The Bidder must provide a written statement below detailing the role, services and goods the subcontractor(s) will provide to meet the commercially useful function requirement. If the Bidder is not claiming an SB or DVBE, indicate “Not claiming a preference” in the box below.

Written Statement or Statement of No Claim

At the State’s option prior to award, the Bidder may be required to submit additional written clarifying information.

By signing this form, the undersigned Bidder certifies that the Certified Small Business or DVBE satisfies the Commercially Useful Function requirement, and will provide the role, services, and/or goods stated above.

The Bidder's Authorized Representative or Corporate Officer	
Printed Name of Authorized Representative:	
Title/Role:	
Signature:	
Date:	

[Add New Section](#)

ATTACHMENT 11: TACPA PREFERENCE REQUEST FORMS

In accordance with [SECTION 3.2.16.6. TARGET AREA CONTRACT PREFERENCE ACT \(TACPA\) \(O\)](#), the Bidder must complete and submit with its proposal the required applications/forms.

The required applications/forms are as follows:

- TACPA (Std. 830)
- Bidder's Summary of Contract Activities and Labor Hours (DGS/PD 525)
- Manufacturer Summary of Contract Activities and Labor Hours (DGS/PD 526).

<https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Request-Target-Area-Contract-Preference?search=tacpa>

ATTACHMENT 12: BIDDER QUALIFICATIONS FORM - INSTRUCTIONS

The Bidder must complete [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) with the qualifying project information being used to meet the mandatory qualifications (and if applicable, desirable qualifications) as required for this project. A separate [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) must be completed for each project used to meet the mandatory qualifications.

[ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) will be used by Department of Cannabis Control to evaluate Bidder's qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#). Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

1. *All experience must have occurred within the definitions for each mandatory and desirable qualification listed on [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).*
2. *Bidder must have been the prime contractor for each project referenced.*
3. *Bidder shall not be currently working as the Prime Contractor or subcontractor on a solicitation with the DCC in an Independent Verification and Validation (IV&V) role.*
4. *Bidder shall not hold an active license (refer to License types - Department of Cannabis Control) issued by the DCC and have a financial position in the software solution proposed in this RFP.*

For the purposes and context of the Bidder qualifications forms and reference forms only, the term "Project" is defined as an individual effort or contract where the Bidder was the Prime Contractor on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Project Name: Provide the name of the qualifying project used to meet the required experience.

Box 3, Name of Company for whom the project was completed: Identify the company or government agency for whom the project was completed.

Box 4, Contact name and information of the Bidder's reference: Identify the contact information from whom the project was completed. Enter the name, title, e-mail address, and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 3. This reference must be the same person identified in the [ATTACHMENT 14: BIDDER REFERENCE FORM](#). This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.

- Not from another contractor or contracting company.
- Not be an employee of the bidding company.
- Not be an employee of *the Department of Cannabis Control*.

Boxes 5 and 6, Start Date and End Date: Provide the start and end date that the Bidder worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the definitions for each mandatory and desirable qualification listed in [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and in the years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 7, Project Description: Provide a brief description of the nature of the Bidder's cited project.

Box 8, Bidder was Prime Contractor: Check the appropriate response, "Yes" or "No". If the "No" box is checked, time spent on that project will not count towards Bidder experience.

Box 9, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 10, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Bidder qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

1. **Bidder References:** A reference that was in a management or supervisory role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Completed Implementation:** A solution that has received system acceptance from the customer and is in a production environment.
4. **Complex IT project:** A multi-segmented environment consisting of two or more disparate sites/locations.
5. **Customer:** An external organization who receives and pays for goods or services.

ATTACHMENT 13: BIDDER QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

BIDDER QUALIFICATION FORM		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	Start Date (MM/DD/YYYY):	
6	End Date (MM/DD/YYYY):	
7	Project Description:	
8	Bidder was Prime Contractor	☐ Yes ☐ No
9	Contract Amount:	\$
10	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of the experience was met on this referenced project; or • Check "No" if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Bidder's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.	

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
11	Mandatory (M)	To ensure the successful completion of the project, all bidders must demonstrate adequate financial stability, liquidity, and solvency. As part of the bid submission, bidders are required to provide an attestation issued by an independent and licensed Auditing Firm or Certified Public Accountant (CPA). This attestation must: • Confirm the bidder's current financial stability, including their ability to meet the financial demands of the project. • Attest that the bidder possesses sufficient resources and financial capacity to execute and implement the project as described in the Statement of Work (SOW). • Indicate that the bidder can fulfill the contractual obligations without undue risk of default, delay, or financial distress. Important Notes:		

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		All documents must be clear, complete, and properly organized.		

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Bidder must verify that the proposed Laboratory Information Management System (LIMS) for this project is currently in operation for a paying external customer.	Software solution in operation.	☐ Yes Yr. ____ Mo. ____ ☐ No
Provide client information, dates, and validation that the software solution is the same solution proposed for this project.				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Desirable Scored (DS)	200 points may be awarded. Bidder's firm shall have provided one (1) year of ongoing maintenance and	One Year (1) within the last five (5) years.	☐ Yes Yr. ____ Mo. ____

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		operations support from a completed implementation using the LIMS proposed for this project Experience must have occurred within the last five (5) years prior to the solicitation due date Maximum points not to exceed 200.		☐ No
Provide a description of the work performed on the cited project and how it meets this requirement.				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Desirable Scored (DS)	100 points may be awarded if Bidder has completed one implementation within the last five (5) years of a Cannabis LIMS Specifics include: Testing parameters for cannabinoids, terpenes, and pesticides. Connects with seed-to-sale systems. Monitors and tracks cannabis batches. Features and workflows tailored to	One implementation within the last five (5) years.	☐ Yes Yr. ____ Mo. ____ ☐ No

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		cannabis regulations. Cannabis specific Certificates of Analysis. Maximum points not to exceed 100		
	Provide a description of the solution and how it meets this requirement.			

ATTACHMENT 14: BIDDER REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the Bidder's references, the State will use the ratings to score the Bidders.

Instructions to Bidder: Complete Part A, items 1-8 of this form, attach the corresponding [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) and send to references to complete Part B, items 10-19. Once this form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Reference Form for each corresponding project cited on [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#).

Instructions to the Bidder's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Bidder who performed the services described in item 8, Project Description & Bidder's role on the project, and confirm that the information in Part A is consistent and corresponds with [ATTACHMENT 13: BIDDER QUALIFICATIONS FORM](#) attached. Complete the bottom of this form and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Project Name:	
3	Name of Company for whom the Project was completed:	
4	Contact Name and Information of the Bidder's Reference:	
5	The Bidder was the Prime Contractor for this Project:	☐ Yes ☐ No
6	Bidder's Start and End Dates on the Project:	
7	Contract Amount:	\$
8	Project Description & Bidder's role on the project:	

PART B: TO BE COMPLETED BY BIDDER'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Bidder's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-19) below.	Reference Ratings (Total possible rating score=80)			
10	How would you rate the Bidder's ability to perform system implementation activities?	0	3	5	8
11	How would you rate the Bidder's ability to meet project milestones and/or timelines?	0	3	5	8
12	How would you rate the quality of the Bidder's deliverables?	0	3	5	8
13	How would you rate the Bidder's effectiveness at managing project resources?	0	3	5	8
14	How would you rate the Bidder's effectiveness at providing skilled personnel timely when needed throughout the term of the contract?	0	3	5	8
15	How would you rate the quality of work and professionalism of the Bidder's personnel?	0	3	5	8
16	How would you rate the Bidder's effectiveness at providing quality and timely responses to customer questions, concerns, and issues?	0	3	5	8
17	How would you rate the effectiveness of the Bidder's change management (e.g., scope, requirements, etc.) process?	0	3	5	8
18	How would you rate the Bidder's willingness and ability to accommodate your organization's working style and constraints?	0	3	5	8
19	How would you rate the Bidder's overall performance?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and [ATTACHMENT 13](#):

BIDDER QUALIFICATIONS FORM and the information is true and correct;

2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY BIDDER'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS

The Bidder must complete and submit each Key Staff Qualification Form with the qualifying project information being used to meet the mandatory qualifications as required for this project. A separate Key Staff Qualification Form must be completed for each project used to meet the mandatory qualifications.

The Key Staff Qualification Form will be used by the State to evaluate Key Staff qualifications. The Bidder must specify the required experience in the pertinent row for each requirement in the Key Staff Qualification Forms. Use additional forms as needed to complete each response. Any conflicting information may result in the proposal being deemed non-responsive.

"Project" is defined as an individual effort or contract where the key staff played a role on the cited contract.

Box 1, Bidder: Provide the company name of the Bidder submitting the proposal.

Box 2, Key Staff Name: Provide the name of the Bidder's proposed key staff.

Box 3, Project Name: Provide the name of the qualifying project in which the proposed staff gained experience to meet the requirement(s).

Box 4, Name of Company for whom the Project was completed: Provide the company or government agency for whom the project was completed.

- References from another contractor or contracting company are not acceptable.

Box 5, Contact Name and Information of the Key Staff's Reference: Provide the contact information from whom the project was completed. Enter the name, title, e-mail address and phone number for the reference contact for the project. By submitting a proposal, the Bidder declares that the reference person identified is/was employed by the company identified in Box 4. The reference must be the same person identified in the Key Staff Reference Form. This person must have been:

- From the end user of the development project.
- In a management or supervisory role for the project.
- Not from another contractor or contracting company.
- Not be an employee of the bidding company.
- Not be an employee of *the Department of Cannabis Control*.

Boxes 6 and 7, Staff Start Date and End Date: Provide the start and end dates the key staff worked on the cited project using MM/DD/YYYY format.

- All experience must have occurred within the definitions for each mandatory and desirable qualification listed in the attachments and in the years prior to the solicitation due date, unless stated otherwise.
- For projects that are currently ongoing, experience will be calculated only for the work performed up to the solicitation due date.

Box 8, Full-time/Part-time: Check the appropriate box for time proposed staff worked on the cited project. Refer to [SECTION 3.3.3.1. FULL-TIME/PART-TIME MONTH EQUIVALENTS DEFINITION](#) for additional details on calculating experience.

Box 9, Project Description: Provide a brief description of the nature of the proposed staff's cited project.

Box 10, Contract Amount: Provide the dollar amount of the contract value in US dollars.

Box 11, Instructions for documenting the years of experience gained from the project cited.

Note: It is the Bidder's responsibility to ensure that each mandatory experience requirement is met in full and is addressed in the Key Staff qualification forms in order for the State to determine compliance to the requirements. If the State cannot determine that the years of experience for each of the mandatory experience requirements have been met, Bidder's proposal may be deemed non-responsive.

1. **Key Staff References:** A reference that was in a management or supervisory role for an external organization (external to the Bidder's organization and corporate structure) for whom the project was completed.
2. **Client:** Defined the same as customer.
3. **Completed Implementation:** A solution that has received system acceptance from the customer and is in a production environment.
4. **Complex IT project:** A multi-segmented environment consisting of two or more disparate sites/locations.
5. **Customer:** An external organization who receives and pays for goods or services.
6. **Local government:** A city, town, county or district.
7. **National government:** Any political organization that is put in place to maintain control of a nation.
8. **Private Sector:** An organization that is not a local government or State Agency/Entity.
9. **State government:** Any State Agency/Entity.

ATTACHMENT 15.1: PROJECT MANAGER - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, - Check "Yes" if the total years of experience was met on this referenced project; or - Check "Partial" if fewer than the total years of experience was met on this referenced	

KEY STAFF QUALIFICATIONS FORM	
	project; or • Check “No” if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff’s role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Bachelor's degree If the degree is not in English, it must be accompanied by an evaluation performed by a member of the National Association of Credential Evaluation Services (NACES).	Attach Copy of Degree	N/A
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	One (1) year of experience working as a project manager responsible for the delivery, maintenance, and continuous improvement of an Information Technology service or platform, creating, updating, and implementing project management plans, project schedules, business needs reports, and training plans. Experience must be from a qualifying project as defined in ATTACHMENT 15: KEY STAFF QUALIFICATIONS FORM – INSTRUCTIONS.	One (1) year (experience must be within the last seven (7) years prior to the RFP proposal due date).	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
Provide a description of the work performed on the cited project and how it meets this requirement:				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Desirable (DS)	Points may be awarded if the proposed staff has a valid Project Management Professional (PMP) certificate*,	Attach certificate.	☐ Yes Yr. ____ Mo. ____

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		or Agile Certified Practitioner (PMI-ACP) certificate* issued by the Project Management Institute (PMI), or a valid Certified Scrum Master (CSM) certificate* issued by Scrum Alliance. Proof of certificate - 50 points. Not to exceed 50 points.		☐ Partial Yr. ____ Mo. ____ ☐ No
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
15	Desirable (DS)	Points may be awarded for one (1) to three (3) years of experience as a Project Manager with the Bidders LIMS product proposed for this project. One (1) year - 25 points. Two (2) years - 50 points. Three (3) years - 75 points.	One (1) to three (3) years (experience must be prior to the RFP proposal due date.)	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		Not to exceed 75 points.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
16	Desirable (DS)	Points may be awarded if the Project Manager has successfully completed a project for a government (city/county/state/federal) agency. One project - 25 points. Two projects - 50 points. Three or more projects - 75 points. Not to exceed 75 points.	One (1) to three (3) Projects .	☐ Yes ☐ No
Provide a description of the work performed on the cited project and how it meets this requirement:				

ATTACHMENT 15.2: IMPLEMENTATION SERVICES LEAD - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below,	

KEY STAFF QUALIFICATIONS FORM	
	- Check "Yes" if the total years of experience was met on this referenced project; or - Check "Partial" if fewer than the total years of experience was met on this referenced project; or - Check "No" if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of "Experience gained on this referenced project" and describe the Key Staff's role and responsibilities performed on the project in the "Description of services provided" field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	Two (2) years of experience in a lead role responsible for interpreting, translating, and mapping business rules, workflows, and related configurations for an Information Technology project.	Two (2) years (experience must be within the last seven (7) years prior to the RFP proposal due date).	☐ Yes Yr. ____ Mo. ____ ☐ Partial Yr. ____ Mo. ____ ☐ No
Provide a description of the work performed on the cited project and how it meets this requirement:				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Mandatory (M)	One (1) year of experience in interpreting, translating, and mapping business rules, workflows, and related configurations for the Laboratory Information Management Software (LIMS) product proposed for this project.	One (1) year within the last three (3) years prior to the RFP proposal due date.	Yes ☐ Yr. ____ Mo. ____ Partial ☐ Yr. ____ Mo. ____ No ☐
Provide a description of the work performed on the cited project and how it meets this requirement:				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Desirable Score (DS)	Points may be awarded if the Implemenation Services Lead has project experience configuring and developing to Cannabis regulations, policies, and requirements. One project - 50 points. Two projects - 100 points. Three or more projects - 200 points.	One (1) to three (3) Projects .	Yes ☐ No ☐ Partial ☐

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		Not to exceed 200 points.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.3: INTEGRATION ANALYST - QUALIFICATIONS FORM

The Bidder may use multiple projects to meet the total experience required for each mandatory experience and, if applicable, desirable experience. A separate form must be completed for each project cited.

KEY STAFF QUALIFICATIONS FORM		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of Proposed Staff's Reference:	
6	Staff Start Date (MM/DD/YYYY):	
7	Staff End Date (MM/DD/YYYY):	
8	Key Staff Work Schedule	☐ Full-time ☐ Part-time
9	Project Description:	
10	Contract Amount:	\$
11	Documenting instructions when a minimum number of years of experience is required. For each mandatory experience listed below, • Check "Yes" if the total years of experience was met on this referenced project; or • Check "Partial" if fewer than the total years of experience was met on this referenced	

KEY STAFF QUALIFICATIONS FORM	
	project; or • Check “No” if none of the experience was met on this referenced project. If "Partial" or "Yes" is checked, enter the years and/or months of “Experience gained on this referenced project” and describe the Key Staff’s role and responsibilities performed on the project in the “Description of services provided” field. The Bidder must ensure that each description clearly addresses how the work performed on the project meets each of the minimum qualification components of the Mandatory Experience Requirement, as defined in each of the requirements.

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
12	Mandatory (M)	One (1) year of experience performing integrations with laboratories and laboratory instruments utilizing industry standard (eg. HL7, ISL, NCCLS) processes to connect applications with industry standard tools like Extract, Transfer, Load (ETL) processes, Application Programming Interfaces (API), REST, GraphQL, Webhooks.	One (1) Year within the last seven (7) years prior to the RFP proposal due date.	Yes ☐ No ☐ Partial ☐ Yr.____ Mo.____
	Provide a description of the work performed on the cited project and how it meets this requirement:			

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
13	Desirable Scored (DS)	Points may be awarded if the Integration Analyst has project experience performing integrations to Cannabis regulations, policies, and requirements. One project - 50 points. Two projects - 75 points. Three or more projects - 100 points. Not to exceed 100 points.	Project Experience.	Yes ☐ No ☐
Provide a description of the work performed on the cited project and how it meets this requirement:				

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
14	Desirable Scored (DS)	Points may be awarded if the Integration Analyst has project experience performing integrations with the Marijuana Enforcement Tracking Reporting Compliance (METRC) system. METRC monitors the movement and sale of cannabis through the supply	Project Experience.	Yes ☐ No ☐ Partial ☐

Requirement Number	Classification	Qualifications	Total Experience Required	Experience gained on this cited Project
		chain to ensure product integrity and guard against theft and infiltration. One project - 50 points. Two projects - 75 points. Three or more projects - 100 points. Not to exceed 100 points.		
	Provide a description of the work performed on the cited project and how it meets this requirement:			

ATTACHMENT 15.4: PROJECT MANAGER - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-193) below.	Reference Ratings (Total possible rating score = 80)			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8
14	How would you rate the individual's ability to handle pressure?	0	3	5	8
15	How would you rate the individual's ability to collaborate with others?	0	3	5	8
16	How would you rate the individual's ability to meet deadlines?	0	3	5	8
17	How would you rate the individual's ability to handle challenges or difficult situations?	0	3	5	8
18	How would you rate the individual's time management skills?	0	3	5	8
19	How would you rate the individual's organizational skills?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key

Staff Qualifications Form and the information is true and correct;

2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 15.5: IMPLEMENTATION SERVICES LEAD - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-193) below.	Reference Ratings (Total possible rating score = 80)			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8
14	How would you rate the individual's ability to handle pressure?	0	3	5	8
15	How would you rate the individual's ability to collaborate with others?	0	3	5	8
16	How would you rate the individual's ability to meet deadlines?	0	3	5	8
17	How would you rate the individual's ability to handle challenges or difficult situations?	0	3	5	8
18	How would you rate the individual's time management skills?	0	3	5	8
19	How would you rate the individual's organizational skills?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key

Staff Qualifications Form and the information is true and correct;

2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 15.6: INTEGRATION ANALYST - REFERENCE FORM

Purpose: Based on the satisfaction ratings received from the proposed Key Staff's references, the State will use the ratings to score the Key Staff.

Instructions to Bidder: Complete Part A, items 1-8 of this Key Staff Reference Form, attach the corresponding Key Staff Qualifications Form and send to references to complete Part B, items 10-19. Once the Key Staff Reference Form is completed, the Bidder must submit it with its proposal.

The Bidder must complete and submit a Key Staff Reference Form for each of the projects cited on the corresponding Key Staff Qualification Form.

Instructions to the Key Staff's Reference: Complete Part B, items 10-19 of this form using the rating scale in "Reference Satisfaction Rating" field (item 9). Rate your satisfaction with the Key Staff who performed the services described in item 8, Project Description & Key Staff's role on the project, and confirm that the information in Part A is consistent and corresponds with the corresponding Key Staff Qualification Form attached. Complete the bottom of this Attachment and return the form to the Bidder.

PART A: TO BE COMPLETED BY BIDDER		
1	Bidder:	
2	Key Staff Name:	
3	Project Name:	
4	Name of Company for whom the Project was completed:	
5	Contact Name and Information of the Key Staff's Reference:	
6	Key Staff's Start and End Dates on the Project:	
7	Contract Amount: \$	\$
8	Project Description & Key Staff's role on the project:	

PART B: TO BE COMPLETED BY KEY STAFF'S REFERENCE					
9	<u>Reference Satisfaction Rating:</u> Using the following scale to rate the Key Staff's overall performance on the services provided: 0 = Unsatisfactory, 3 = Marginal, 5 = Satisfactory, 8 = Exceeds Expectations Circle only one number for each question (10-193) below.	Reference Ratings (Total possible rating score = 80)			
10	How would you rate the individual's overall performance?	0	3	5	8
11	How would you rate the individual's effectiveness at communicating (orally and in writing) with project members and stakeholders?	0	3	5	8
12	How would you rate the individual's effectiveness in dealing with conflicting priorities?	0	3	5	8
13	How would you rate the individual's effectiveness in the role they were in for the cited project?	0	3	5	8
14	How would you rate the individual's ability to handle pressure?	0	3	5	8
15	How would you rate the individual's ability to collaborate with others?	0	3	5	8
16	How would you rate the individual's ability to meet deadlines?	0	3	5	8
17	How would you rate the individual's ability to handle challenges or difficult situations?	0	3	5	8
18	How would you rate the individual's time management skills?	0	3	5	8
19	How would you rate the individual's organizational skills?	0	3	5	8

By completing this reference form, I declare the following:

1. I have reviewed the information contained in Part A, items 1-8 above, and the corresponding Key

Staff Qualifications Form and the information is true and correct;

2. I am/was employed by the company for whom the project was completed; and
3. I performed a management or supervisory role on the cited project.

TO BE COMPLETED BY PROPOSED KEY STAFF'S REFERENCE	
Signature:	
Printed Name:	
Date:	
Title or role on the project:	
Email:	
Phone:	

ATTACHMENT 16: NARRATIVE RESPONSE

The Bidder must provide a brief narrative describing their understanding of and approach to the questions/topics below. In preparing a response to the Narrative, do not simply restate or paraphrase information in this solicitation and the SOW. Describe or demonstrate, in the Bidder's own words, the information required below.

The response descriptions and explanations should be straightforward, detailed, and precise. Responses will be evaluated as stated in [SECTION 6. EVALUATION](#) .

Bidder may submit no more than two (2) pages of diagrams to support each narrative response. The diagrams shall be visual representations of the narrative response and will be limited to no more than 100 words per page, which will include the diagram labels. One (1) page is defined as one (1) side of a physical sheet of letter size (8.5" x 11") paper regardless of single side or double-sided printing.

The Bidder's narrative response:

- Shall be delivered in PDF format, use a 11-point, Arial font for normal text and use one inch margins
- Shall cover all aspects of services as defined in the SOW references below.
- Shall not exceed twenty-five (25) pages total. Pages must include page numbers. If Bidder submits more than the 25 page limit only the first 25 pages will be reviewed and evaluated.

Each Narrative Response must adhere to the instructions specified in [SECTION 3.4.3. NARRATIVE REQUIREMENTS \(MS\)](#) , contain the content as shown on this Attachment, and include the following:

1. Table of Contents (not included in page limit)
2. Separate headings to delineate sections (aligned with the Table of Contents)
3. Formatting to ensure greater ease of evaluation, by:
 - a. Use of bold headings and sub-headings to easily locate information
 - b. Use of sub-headings or bullets to address each requirement or element listed for each narrative
 - c. Use of tables for each project described to summarize relevant information
 - d. Use of tables to highlight other relevant content for the narrative sub-sections
 - e. Use of graphics to enhance readability of response
 - f. Avoid use of acronyms
 - g. Provide glossary at the end of each narrative if non-standard terminology is used

TYPE	SOW REFERENCE	REQUIREMENT	MAXIMUM POINTS AVAILABLE
MS	SECTION 11. Contractor's Roles and Responsibilities	The Bidder must provide a detailed description of the bidder's development methodology for executing all the tasks and responsibilities listed in the SOW Reference Sections. This will identify to the State the Bidder's ability to develop and implement the proposed solution. (100 points)	
MS	SECTION 8. Solution Requirements, EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS	A detailed description of the approach to be used to develop and implement the solution to meet the solution requirements based on the configuration, definitions provided in EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS . (100 points)	
MS	SECTION 26. Compatibility and Interface	A detailed description of how the Bidder will integrate and interface with the laboratory instruments to support laboratory operations. - Identify specifics, including the type of interface (i.e. direct, indirect, import and export, etc.), data formats the system requires, - Third-party hardware or software necessary to support integration (DCC will not bear the cost and all the third party tools needed should be part of the SAAS licensing fees, proposed in Cost Workbook) - Technology updates, maintenance and support for continuous functionality. (100 points)	
MS	SECTION 29. Technology Refresh , SECTION 30. System Testing and Acceptance Procedures	A detailed description of the Bidder's approach to testing and supporting product upgrades. (50 points)	
MS	SECTION 32. Knowledge Transfer and/or Training	A detailed description of the Bidder's approach to completing knowledge transfer and training activities, including defining any State roles necessary to support	

TYPE	SOW REFERENCE	REQUIREMENT	MAXIMUM POINTS AVAILABLE
		the solution beyond the Bidder's support structure. (50 points)	
TOTAL NARRATIVE PROPOSAL POINTS POSSIBLE			400

ATTACHMENT 17: KEY STAFF REPLACEMENT FORM

CONTRACTOR NAME:			Date:
Agreement Number:		Project Name:	
Key Staff to be Added	Key Staff Replaced	Proposed Effective Date	Key Staff Position
Reason for Substitution/Comments:			
• Proposed Key Staff Qualifications Attached • Proposed Key Staff Qualification Form/Resume Attached			
State Acceptance		Contractor Acceptance	
Printed Name of Authorized Representative:		Printed Name of Authorized Representative:	
Signature of Authorized Representative:		Signature of Authorized Representative	
Title:		Title:	
Contact Information (phone number & email address):		Contact Information (phone number & email address):	

ATTACHMENT 18: WORK ORDER AUTHORIZATION FORM



Department of
Cannabis Control
CALIFORNIA

Department of Cannabis Control - Contract # XXXXXX

WORK ORDER AUTHORIZATION

WOA #:	XXXXXX	Title:	WOA Title	Date:	MM/DD/YYYY
--------	--------	--------	-----------	-------	------------

Term of WOA:	MM/DD/ YYYY	through	MM/DD/ YYYY	Not to Exceed Cost:	\$XX
-----------------	----------------	---------	----------------	------------------------	------

This Work Authorization (the “WOA”) is issued pursuant to the terms of the California Department of Cannabis Control (the “State”) Contract # XXXXX (the “Contract”) [SECTION 38. Unanticipated Tasks](#) . Upon approval of this WOA, <Contractor Name> (the “Contractor”) shall be authorized to perform the work described herein, including all attachments/exhibits attached hereto or incorporated herein by reference.

1. WOA Scope/Description

This WOA will cover describe in brief the work to be performed during this WOA period.

2. Payment Provisions

a. Payment Details

Payment terms are time and materials for services performed and upon the State’s acceptance. In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor for implementation services, an amount equal to Fifteen percent (15%) of the payment.

The Contractor shall be paid for services spent performing the work authorized by this WOA pursuant to the following:

NOT-TO-EXCEED COST					
	Implementation Services Category	Service Description	Unit of Measure	RatePer Unit	Cost
1	XX	XX	X	X	X
2	XX	XX	X	X	X
Not to exceed WOA Cost Total					X
Payment Withhold (15%)					X
WOA Cost Total					X

1. Level of Effort/Cost Table

The Contractor must provide the estimated level of effort and staff to perform the work authorized for this WOA. In the table below, identify the assigned staff and Contract classification. The staff requiring access to Departmental network resources or hardware shall be identified below.

STAFF NAME	CLASSIFICATION	HARDWARE/ NETWORK ACCESS REQ?(Y/ N)
XX	XX	X
XX	XX	X

3. Tasks and Deliverables

The tasks and deliverables from the SOW to be **worked on during** the WOA period shall be identified below.

TASK/DELIVERABLE ID	TASK/DELIVERABLE DESCRIPTION	ASSIGNED STAFF
XX	XX	XX
XX	XX	XX
XX	XX	XX

Deliverables identified to be **completed during this** WOA period are identified below:

TASK/ DELIVERABLE ID	DELIVERABLE DESCRIPTION	TARGET SUBMISSION DATE	STATE REVIEW TIMEFRAME IN CALENDAR DAYS
XX	XX	XX	XX
XX	XX	XX	XX

4. **WOA Assumptions**

State staff will be available to attend meetings and provide resource information for Contractor during the WOA period.

5. **WOA Entrance Criteria**

DCC approval of and signature on this WOA, completion of all major development, tasks, and deliverables.

6. **WOA Acceptance Criteria**

Acceptance Criteria for this WOA shall include the following unless otherwise agreed upon in writing by mutual consent of both parties:

7. All required Tasks/Deliverables to be worked on have commenced pursuant to the Task/Deliverable Description, if applicable.
8. All Deliverables identified to be completed during this WOA period are delivered and accepted.
9. All schedule tasks have been completed unless the task has been delayed by written mutual consent of both parties.
10. All Tasks not directly related to Deliverable have been acknowledged by the State as being completed.
11. A signed WOA Acceptance Document (WAAD) shall be provided for each project task/deliverable identified in the WOA.

12. **Amendment**

This WOA may be amended in writing and by mutual consent of both parties.

13. **Approvals**

By signing below, I hereby certify that I have authority to obligate my organization to be bound by the terms and conditions contained in this WOA (including all accompanying documentation) which shall be governed by the Contract, and all documents incorporated therein by reference, and made a part thereof.

State: Name, Title		Signature	Date
	Project Manager		
Contractor: Name, Title		Signature	Date
XX	XX		

**ATTACHMENT 19: WORK ORDER AUTHORIZATION
ACCEPTANCE FORM**



**DEPARTMENT OF CANNABIS - CONTRACT NO. XX
WORK ORDER AUTHORIZATION ACCEPTANCE DOCUMENT**

WOA Number: XX

Title of WOA: XX

Work Description:

This Work Order Authorization Acceptance Document (WAAD) serves as notification that the required tasks and deliverables identified below and associated with Work Order Authorization (WOA):xxxxxxx under **Contract #: xxxxxx** have been completed to the satisfaction of the Department of Cannabis Control for the Cannabis Law Enforcement Activity System Project.

Tasks and Deliverables:

TASK/ DELIVERABLE ID	TASK/ DELIVERABLE TITLE	TASK/ DELIVERABLE DESCRIPTION	APPROVAL DATE
XX	XX	XX	XX
XX	XX	XX	XX
XX	XX	XX	XX

Costs:

Implementation Category	Description of Services	Quantity	Cost
XX	XX	X	X
XX	XX	X	X
WAAD Total Cost			X

Approvals:

These tasks/
deliverables were performed in accordance with this WAAD including any accompanying documentation,
if applicable and the provisions of the Contract.

State: Name, Title		Signature	Date
	Project Manager		
Contractor: Name, Title		Signature	Date
XX	XX		

ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT



DELIVERABLE EXPECTATION DOCUMENT (DED)

Contract # XXXXX

DED #:	XXXXXX	Title:	DED Title	Date:	MM/DD/YYYY
--------	--------	--------	-----------	-------	------------

Term of DED:	MM/DD/YYYY	through	MM/DD/YYYY	Not to Exceed Cost:	\$XX
--------------	------------	---------	------------	---------------------	------

This Deliverable Expectation Document (the “DED”) is issued pursuant to the terms of the California Department of Cannabis Control (the “State”) Contract # XXXXX (the “Contract”) [SECTION 18. Contractor Deliverables](#) and subsections. Upon approval of this DED, <Contractor Name> (the “Contractor”) shall be authorized to perform the work described herein, including all attachments/exhibits attached hereto or incorporated herein by reference.

1. DED Scope/Description

This DED will cover and describe in brief the work to be performed during this DED period.

2. Payment Provisions

a. Payment Details

Payment terms are deliverables based for services performed and upon the State’s acceptance. Payment under this contract shall be made in accordance with Exhibit C, Statement of Work, Section 38. In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor for implementation services, an amount equal to fifteen percent (15%) of the payment.

The Contractor shall be paid for the deliverables authorized by this DED pursuant to the following:

3.

NOT-TO-EXCEED COST				
	DED/ TASK ID	DELIVERABLE/TASK	ESTIMATED HOURS	COST
1	XX	XX	X	X
2	XX	XX	X	X
Not to exceed DED Cost Total				X
Payment Withhold (15%)				X
DED Cost Total				X

1. Level of Effort/Availability Table

The Contractor must provide the staff necessary to perform the work authorized for this DED. In the table below, identify the assigned staff and Contract classification. Identify the staff requiring planned vacation or absence to support resource support and coverage during the term of the DED.

STAFF NAME	CLASSIFICATION	VACATION/ ABSENCES
XX	XX	X
XX	XX	X

3. Deliverables and Tasks Detail

The deliverables and tasks from the SOW to be **completed during** the DED period shall be identified below.

DED/ TASK ID	DELIVERABLE/ TASK	DESCRIPTION DETAIL	TARGET SUBMISSION DATE	STATE REVIEW TIMEFRAME IN CALENDAR DAYS
XX		XX	XX	XX
XX		XX	XX	XX

4. **DED Assumptions**

State staff will be available to attend meetings and provide support for Contractor during the DED period as defined Exhibit C, Statement of Work, Section 9.

5. **DED Entrance Criteria**

DCC approval of and signature on this DED, completion of all major development, deliverables, and tasks.

6. **DED Acceptance Criteria**

Acceptance Criteria for this DED shall include the following unless otherwise agreed upon in writing by mutual consent of both parties:

7. All required Deliverables/Tasks to be worked on have commenced pursuant to the Deliverable/ Task Description, if applicable.
8. All Deliverables identified to be completed during this DED period are delivered and accepted.
9. All tasks have been completed unless the task has been delayed by written mutual consent of both parties.
10. All Tasks not directly related to Deliverable have been acknowledged by the State as being completed.
11. A signed Deliverable Acceptance Document (DAD) shall be provided for the project deliverables/ tasks identified in the DED.
12. If the completion date for a deliverable or task needs to be extended the Contract Project Manager must notify the DCC Project Manager prior to the completion date to prepare and addendum to the DED.

13. **Amendment**

This DED may be amended in writing and by mutual consent of both parties.

14. **Approvals**

By signing below, I hereby certify that I have authority to obligate my organization to be bound by the terms and conditions contained in this DED (including all accompanying documentation) which shall be governed by the Contract, and all documents incorporated therein by reference, and made a part thereof.

State: Name, Title		Signature	Date
	Project Manager		
Contractor: Name, Title		Signature	Date
XX	XX		

ATTACHMENT 21: DELIVERABLE ACCEPTANCE DOCUMENT



Department of
Cannabis Control
CALIFORNIA

DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

Contract #XXXXXX

DED #:	XXXXXX	DED Title:	DED Title	DAD #:	XXXXXX
--------	--------	------------	-----------	--------	--------

SOW #/ DEL. #/ Task ID	DELIVERABLE NAME	DETAILS	RESOURCE	DATE COMPLETE	COST
X	X	X	X	X	X
X	X	X	X	X	X
X	X	X	X	X	X
TOTAL COST					X

The DCC accepts the deliverables and tasks completed for work performed for this DAD. Attached to the DAD will be any documents or artifacts invoiced for this period, if applicable. *This DAD will be rejected by*

the DCC Project Manager if the documents or artifacts are not attached.

State: Name, Title		Signature	Date
	Project Manager		
Contractor: Name, Title		Signature	Date
XX	XX		

Note: Once the Contractor and the State have approved the DAD as stipulated in the Contract, the Contractor may submit an invoice to the State. Refer to payment terms in [SECTION 38. BUDGET DETAIL AND PAYMENT PROVISIONS](#).

ATTACHMENT 22: GLOSSARY OF TERMS

Definitions, Acronyms, and Abbreviations

TERM/ACRONYM	DEFINITION
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.
Bidder	1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation. 2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Final Proposal	A final offer made in response to a request to perform a contract for work/

	labor or to supply goods at a specified price. Also known as a Final Bid.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Immaterial Deviation	A deviation can be accepted by the State when it is determined to be of such a minor concern that it carries little or no importance, and by accepting it, it doesn’t provide the bidder with any material advantage over other bidders. Example: A bidder referenced the wrong page in their supporting technical literature. The bidder directed the evaluator to page 4 and the correct page should have been page 5.
Material Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State. Material deviations cannot be waived. Example: The solicitation required a system that would serve 500 users and the bidder only offered a system that would serve 250 users.
Modified Off-The-Shelf (MOTS) Software	Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external

	sources, purchasers may not have control of future changes to the product.
Non-Functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Responsive Bidder	A bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.
Responsible Bidder	A bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction: 1. Adequate financial resources or the ability to obtain the resources required to perform the contract; 2. An adequate cost accounting system; 3. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; 4. A satisfactory record of performance; 5. A satisfactory record of integrity; 6. Qualified and eligible to receive an award under all applicable laws and regulations; and/or 7. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).
Statement of Work (SOW)	A written description of work to be performed under a contract to satisfy the State's needs. It can include what is to be done, when, where, and how plus define the roles and responsibilities of the State and the contractor. Sometimes referred to as scope of work.

Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/transitional requirements.
Cannabis Testing Laboratory Office Definitions	
CAP	College of American Pathologists
CLIA	Clinical Laboratory Improvement Amendments
Correlation	Refers to system-configured logic that checks the consistency or logical relationship between multiple fields during data entry or result review. For example: If “Total THC” is reported as greater than 30%, but the “Moisture Content” is missing, the system can prompt a check or prevent result finalization until resolved.
Dual Entry	Refers to a data integrity safeguard where critical data fields—such as sample IDs, COA results, or instrument readings—are entered twice by two different users (or by the same user at two separate stages), and the system automatically compares both entries for consistency.
HL7	Health Level Seven, a set of international standards for transferring clinical and administrative data.
ISO	International Organization for Standardization
NCCLS	National Committee for Clinical Laboratory Standards (now CLSI: Clinical & Laboratory Standards Institute).
NELAC	National Environmental Laboratory Accreditation Conference.
NGS	Next-Generation Sequencing.
Patient	Referenced in some functional requirements and is not intended to refer to clinical diagnostic testing involving human patients. Reference is to cannabis samples and the solution will be used exclusively for cannabis compliance and quality testing, including analysis for microbial contamination, potency, residual solvents, heavy metals, pesticides, and similar parameters in cannabis and cannabis-derived products.

QC/QA	Quality Control/Quality Assurance.
SOP	Standard Operating Procedure
STEC	Shiga toxin-producing Escherichia coli.
Test Impression	Refers to a high-level interpretation or overall assessment based on multiple detailed analytical test results for a given sample.

ATTACHMENT 23: CONFIDENTIALITY STATEMENT FORM (POST AWARD)

In addition to all the confidentiality requirements set forth in the General Provisions, upon Contract award, Contractor to submit a signed confidentiality statement from all personnel, agents, and subcontractors assigned to the awarded Contract.

All personnel assigned to this project shall be provided a Confidentiality Statement and will be expected to sign and return it to the State's Contract Manager before beginning work on this project.

As an authorized representative or corporate officer of the company named below, I have the authority to bind the company contractually, and I agree that all persons employed by this company will adhere to the following policy:

All information belonging to the California Department of Technology (CDT) is considered sensitive and confidential and cannot be disclosed to any person or entity that is not directly approved to participate in the work required in this Agreement.

I certify that I will keep all project information including (but not limited to) information concerning the planning, processes, development or procedures of the project, and all communication with CDT related to any procurement process, confidential and secure. I will not copy, give or otherwise disclose such information to any other person unless CDT has on file a Confidentiality Statement signed by the other person(s), and the disclosure is authorized and necessary for the project. I understand that the information to be kept confidential includes, but is not limited to, specifications, administrative requirements, terms and conditions, concepts and discussions, as well as written and electronic materials. I further understand that if I leave this project before it ends, I must still keep all project information confidential. I agree to follow any instructions provided by the project relating to the confidentiality of project information.

I fully understand that any unauthorized disclosure I make may be basis for civil and/or criminal penalties. I agree to advise the State's Contract Manager immediately in the event of an unauthorized disclosure, inappropriate access, misuse, theft or loss of data.

All materials provided for this Project, except where explicitly stated will be promptly returned or destroyed, as instructed by the State's Contract Manager. If the materials are destroyed and not returned, a letter attesting to their complete destruction, which documents the destruction procedures, must be sent to the Contract Manager before payment can be made for services rendered. In addition, all copies or derivations, including any working or archival backups of the information, will be physically and/or electronically destroyed within five (5) calendar days immediately following either the end of the Contract period or the final payment, as determined by the contracting Agency/state entity.

The Contractor's Authorized Representative or Corporate Officer	
Contractor's/Firm Name:	

The Contractor's Authorized Representative or Corporate Officer	
Printed Name of Authorized Representative:	
Title/Role:	
Phone Number:	
Email:	
Signature:	
Date:	

ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK

1. Part 2 - Bidder Response



Department of Cannabis Control

CALIFORNIA

Request For Proposal RFP

2025-002

PART 2 – BIDDER RESPONSE

FOR

LIMS 2.0

RFP release date: 01/16/2026

Issued by:

STATE OF CALIFORNIA

Department of Cannabis Control

Department of Cannabis Control 2920 Kilgore Road Rancho Cordova, CA 95670

Part 1 of the solicitation contains the Bidder and bidding instructions, proposal form instructions, solution requirements and instructions, and all other instructional/compliance information that the Bidder must meet in order to be considered responsive and responsible to the solicitation.

Part 2 of the solicitation contains all forms a Bidder must complete and return with its Final Proposal, including administrative forms, qualification forms, requirement responses and all exhibits/attachments discussed in Part 1.

Disclaimer: The original PDF version and any subsequent solicitation addendums released by the

Procurement Officer of this solicitation remain the official version. In the event of any inconsistency between the Bidder's versions, articles, attachments, specifications or provisions (which constitute the Contract), the official State version of the solicitation in its entirety shall take precedence.

STATEMENT OF WORK

2. Background and Purpose

This Statement of Work (SOW) reflects the services to be provided by the <The Contractor [Insert Contractor's Name]> hereinafter referred to as the "Contractor," for the Department of Cannabis Control (DCC) Laboratory Information Management System Replacement (LIMSR) Project and hereinafter referred to as the "LIMSR Project."

The CTLO is a office within the Compliance Division that receives and tests cannabis and cannabis product samples submitted for analytical evaluation.. Other functions include, but are not limited to reviewing scientific literature on cannabis to inform method development and regulatory reforms, analyzing unique and novel remediation methods, and reviewing and refining method validation. CTLO also works closely with other State Labs to review testing standards and develop new methods as the science in this space evolves. CTLO is ISO 17025 accredited and has a California and Drug Enforcement Agency (DEA) registration. These efforts protect public safety, the environment, and make sure cannabis goods are safe for consumption.

Contractor needs to provide a LIMSR solution to support sample testing of cannabis and cannabis products. This engagement consists of services which must be completed in accordance with this Statement of Work. All services rendered under the Contract are based on fixed monthly rates. The Contractor is responsible for completing all tasks, work products, and all services as detailed in the SOW at the costs provided in [EXHIBIT D: COST WORKBOOK](#) .

"Contractor" refers to the firm that shall provide the staffing to perform the services. "Consultant(s)" refers to the Contractor's staff who will perform the services. The term "Contract" or "Agreement" will be used interchangeably throughout the documents.

3. Description of Proposed New System or Service

This Agreement is for the Contractor to provide the DCC with a cloud Software-as-a-Service (SaaS) solution to meet the LIMSR Project functional business needs and requirements described in [SECTION 8. Solution Requirements](#) and [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#). The software solution will replace a legacy system and support cannabis sample testing, compliance, and enforcement needs. All Certificates of Analysis (COA's) and recent test data will be migrated from the existing legacy system. The solution, among many things:

1. Will improve the transfer of chain of custody of the product.
2. Input of samples received by the CTLB.

3. Processing of the sample through the various stages of testing, and reporting of testing results.
4. Support a web front end to submit test sample requests.
5. Receive test sample results reports, query records and data fields, interface with CTLB instruments and other systems, linking, accession, and route samples, and run batches.
6. Multiple workflows will be replaced by an electronic workflow solution for quality control and quality assurance measures.

This [ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK](#) includes all the business needs to implement the requirements of the LIMSR solution.

The Contractor shall provide a lower, non-production, test environment for user acceptance testing, quality assurance, security testing, new builds and updates, along with a production environment where end users utilize the solution.

4. Term of Contract

Effective upon approval of CDT, Office of Statewide Technology Procurement (OSTP), the base term of the Contract shall be two (2) years from the Contract Execution Date for SaaS licensing, implementation services, and maintenance and operations licensing and support.

The State, at its sole discretion, may exercise its option to execute three (3) additional one (1) year optional extensions for licensing and maintenance for a maximum Contract term of five (5) years, at the rates specified in the [EXHIBIT D: COST WORKBOOK](#). The State, at its sole discretion, may exercise its option to execute a one-year (1-year) extension for time-related work, to include implementation and full system acceptance. This time-only extension would be at the originally agreed-upon deliverable rates specified in this Contract and at no additional cost to the total Contract

The State is not obligated to use any or all of these options. The Agreement is of no effect unless approved by CDT and no work shall begin before full execution of the Agreement.

The Contractor shall not be authorized to deliver goods or commence performance of services described in this Agreement prior to the effective date of the contract. Any delivery of goods or performance of services by the Contractor that is commenced prior to the effective date shall be at no cost to the State.

5. Amendment

The Agreement may be amended, consistent with the terms and conditions of the Agreement, and by mutual consent of both parties, subject to approval by the CDT Office of Statewide Technology Procurement under Public Contract Code (PCC) Section 12100. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties, and approved by oversight agencies if required. No oral understanding not incorporated in the Agreement is binding on any of the parties.

6. Location and Availability

All Contractor work shall be performed remotely based in the continental United States, unless in-person services are required. The State will provide a set of collaboration tools to facilitate remote development. No off-shore remote work shall be allowed under this Contract.

Department of Cannabis Control

2920 Kilgore Road

Rancho Cordova, CA 95670

Normal hours of access are Monday through Friday, 7:00 a.m. to 5:00 p.m., excluding State holidays. The Contractor is required to perform work duties within the normal hours of work. The Contractor must make prior arrangements and receive approval from the State for access to the project office outside these normal working hours. State holidays are listed on the California Department of Human Resources (Cal HR) website at the link below, and are subject to change:

<http://www.calhr.ca.gov/employees/Pages/state-holidays.aspx>

7. Contract Representatives

The Contract administrators during the term of this contract will be:

PROJECT/PROGRAM CONTRACT REPRESENTATIVES	
State Department: Department of Cannabis	Contractor: TBD

PROJECT/PROGRAM CONTRACT REPRESENTATIVES			
Control			
Name:		Name:	
Title:		Title:	
Telephone Number:		Telephone Number:	
E-mail Address:		E-mail Address:	

Direct all contract inquiries to:

CONTRACT REPRESENTATIVES FOR INQUIRIES			
State Department: Department of Cannabis Control		Contractor: TBD	
Name:		Name:	
Title:		Title:	
Telephone Number:		Telephone Number:	
E-mail Address:		E-mail Address:	

All inquiries during the term of this Agreement will be directed to the contract contacts listed above.
Contract representatives may be changed by written notice without amending this Agreement.

8. Solution Requirements

[EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) contains all of the functional and non-functional requirements.

The Contractor shall comply with all mandatory requirements and as applicable, any desirable requirements that the Contractor agreed to shall be met at Final System Acceptance. in accordance with all applicable laws, and State-specified business rules. The following is summary of the functional requirements necessary to support the CTLO.

1. LIMS Login Access/Dashboard
2. Sample Receiving
3. Sample Preparation
4. Sample Analysis
5. Data Review
6. Reporting
7. Sample Return/Disposal
8. Contract Labs

LIMS Login Access/Dashboard

The system will have secure user access with roles and permissions managed by administrators. It will include password protection, audit tracking, and allow users to log in from any workstation, including remotely. Users will be able to easily navigate the system through menus and screens.

Administrators can update system settings and monitor activity. The system will track equipment maintenance and user competency records. It will also manage inventory of supplies with alerts for low stock and upcoming expirations. Lastly, the system will connect with purchase order and procurement processes.

Sample Receiving

The system will support electronic and paper test requests, allowing batch entry and linking of requests to samples using barcodes or other tracking methods. It will generate unique accession numbers, create barcode labels, and support instrument-specific data for test batches.

Users will be able to flag sample issues, track chain-of-custody, and record sample conditions such as temperature and humidity. The system will also support uploading sample photos, automatically reject samples based on custom rules, and allow follow-up tracking for linked samples (e.g., acute and convalescent). Additionally, it will manage sample-related reminders, hazard screenings, and partial test entries when full data is not yet available.

Sample Preparation

The system will support splitting and aliquoting of samples with proper labeling, and allow routing and tracking of samples across multiple labs, including shipments to reference labs with documentation. Users will be able to schedule and track each step of sample preparation—such as grinding, homogenization, dilution, and aliquoting—with timestamps and technician IDs.

The system will also calculate input mass and dilution factors automatically, ensuring full traceability throughout the preparation process.

Sample Analysis

The system will support both manual entry and automated import of instrument results, including raw data parsing. It will integrate with various instruments (e.g., LC-MS/MS, GC-MS, ICP-MS, qPCR, sequencers) and allow real-time management of instrument run queues.

Users will be able to link analytical methods to SOPs with version control and set up customized multi-test panels for flexible testing workflows.

Reporting

The system will generate a wide range of standard and custom reports, including workload, turnaround time, quality control, quality assurance, test logs, and submitter usage. Reports can be scheduled during off-peak hours, exported in standard formats (e.g., .csv, .xlsx), and delivered automatically via email or a submitter portal.

It will support regulatory reporting (e.g., METRC, CDPH, ISO 17025), audit-ready QC/QA summaries, and configurable Certificates of Analysis (CoAs) with lab branding and QR code verification. The system will also track and report on chain-of-custody, CAPA records, and partial batch testing. Alerts for overdue turnaround times will be included, and users can mark reports as Preliminary, Final, Corrected, or Amended.

Multiple Process Workflows

The system will provide a secure online portal for customers and submitters to enter test requests, track samples, and download reports. Users will be able to print barcodes and labels before shipping and submit multiple samples in batches with shared information.

The system will support quality control tracking, ensure compliance with industry standards, and provide real-time sample status updates for submitters.

The system will offer advanced search capabilities, enforce data validation and verification, and ensure required fields are completed. It will support audit trails, electronic signatures, SOP versioning, and distinguish between internal and client-ordered tests. The system will also manage data archiving, regulatory form uploads, and provide real-time and mobile access to sample status tracking.

The system will ensure full traceability by linking reagent lots and test batches to results, track QC measures, and automatically handle retests and batch rejections. It will provide data analytics dashboards, flag regulatory limit exceedances, and integrate with external tracking systems.

The system will support multi-layered peer and supervisory reviews with audit trails and electronic signatures to maintain quality and compliance.

For more details on each of the business process areas, refer to [EXHIBIT B: WORKFLOW BUSINESS PROCESS](#) Business Process.

9. State Data Center or Contractor Hosted Facility Environment

The Contractor shall provide a cloud software as a service (SaaS) according to the provisions identified in EXHIBIT B: INFORMATION TECHNOLOGY GENERAL PROVISIONS - (Cloud Computing Services) – GSPD-ITGP (Cloud)

10. State's Roles and Responsibilities

The DCC Contract Administrator or Designee is the contact person to whom all Contractor communications may be addressed. The following describes the responsibilities of DCC:

- A. Review the agreement and associated documents with the Contractor, as needed, to ensure understanding of the responsibilities of both parties.
- B. Coordinate and schedule meetings between the Contractor, key personnel, and system of record data partners.
- C. Review and assess Contractor tasks and deliverables for quality and completeness and ensure the technical requirements of the Agreement are met.
- D. Provide key personnel(s) with sufficient and timely access to appropriate documentation and DCC staff, as appropriate to facilitate the execution of the key personnel tasks and deliverables.
- E. Provide information regarding the data, and schedule the availability of the DCC personnel for interviews, as required by the Contractor to perform its responsibilities.
- F. Provide Contractor key personnel with standard Department imaged desktop(s), phone equipment, and standard cubicle and/or office working facilities at any of the DCC sites and/or other locations specified by the DCC, as necessary, with limited network connectivity to access team working documents.
- G. Provide (and require signature as applicable) the Contractor and/key personnel(s) staff the applicable policies and procedures for review/signature, such as Sexual Harassment Training Policy, confidentiality, DCC facilities, security, and Internet usage policies

The State will have staff/contractors who can perform the following roles and responsibilities:

Role	Responsibility
Executive Sponsor	The Executive Sponsor plays a vital leadership role by championing the project throughout the State of California within the Programs, Department, Agency, and State Stakeholders.

Product Owners	The Product Owners establish the vision for product and serve in a leadership role. They prioritize the business needs, provide input to the Vendor regarding defects, and validate requirements. They also determine the severity and priority of any software defects discovered through testing.
Project Director	The Project Director assists the Executive Sponsor with external stakeholder management specific to technical scope. The Project Director supports the Project Manager Team by working directly with the Executive Sponsor and external stakeholders to ensure that decisions that impact the technical scope are managed appropriately by defining and implementing a governance structure.
Project Manager	The Project Manager manages the day-to-day activities of the team and works with the Product Owner and Vendor to ensure an effective, user focused product that meets the business needs.
Project Management Staff	Project Management Support Staff assist the Project Director and Project Manager in the day-to-day project management activities in support of the project.
CTLO Subject Matter Experts	Subject Matter Experts will provide business clarification on requirements and may review project Deliverables and participate in testing.
Independent Verification and Validation (IV&V) Contractor	IV&V staff provide independent review and analysis of specific project activities and documentation related to the solution and requirements, monitor the requirements to ensure they meet the stated business need, monitor the solution to ensure it meets the requirements, review ongoing project processes and activities, and identify project risks related to the requirements and solution, and report on any other material findings, conclusions, and recommendations.

11. Contractor's Roles and Responsibilities

Working in partnership with the DCC, the Contractor will provide the software and resource(s) to implement the SaaS solution to meet the DCC's requirements. The following terms are used interchangeably throughout the solicitation documents: "key staff" and "resources". Following are the roles and responsibilities of the Contractor:

- A. Provide a SaaS laboratory information management product to meet the requirements identified in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#).

- B. Provide resources that meet the minimum qualifications and experience requirements for the Contract.
- C. Provide technical services for all activities associated with the execution of the deliverables, tasks, and responsibilities identified in this SOW. This includes, but is not limited to, [EXHIBIT D: COST WORKBOOK](#), and [EXHIBIT C: DELIVERABLES AND MILESTONES TABLE](#).
- D. Unless otherwise specified by the DCC Project Coordinator, the Contractor shall use Microsoft Office Professional Suite 2010, for supporting documents. The medium of delivery shall be compatible with the DCC document (for example, MS project file, Excel file, PP file, PDF, etc.) storage devices.
- E. Provide setup services for all production and non-production environments of the laboratory information management system replacement project.
- F. Establish integrations with two cloud-based systems of record, partner laboratories, multiple instruments, and a bar code reader or similar device as described in [SECTION 26. Compatibility and Interface](#).
- G. Work collaboratively with DCC resources for the sole purpose of performing the work specified in this agreement.
- H. The Contractor shall not connect non-DCC personal computers to the DCC network without prior written approval.
 - I. The Contractor shall complete all tasks and deliverables and shall submit them to the appropriate DCC project representative.
 - J. The Contractor shall comply with and sign all applicable DCC policies and procedures, including but not limited to those relative to discrimination, sexual harassment, confidentiality, conflict of interest, privacy, security, facilities, personal computing device and Internet usage.
- K. Prior to the termination of the agreement, the Contractor shall return all DCC property, such as card keys, office equipment, and project documentation upon demand by DCC.
- L. If applicable, provide annual reporting on the Contractor's partnership with a Small Business and Disabled Veterans Business Enterprise (DVBE), in accordance with the INFORMATION TECHNOLOGY GENERAL PROVISIONS CLOUD COMPUTING SERVICES DGS PD 402-ITGP Cloud (REV. 02/20/2025), section 18, Small Business Participation and DVBE Participation Reporting Requirements.
- M. Ensure that each of its employees, and any subcontractor staff, are made aware of, understand, and comply with the provisions, policies, and procedures of DCC, which include criminal background checks, including Live Scan background checks (<https://oag.ca.gov/fingerprints>).
- N. The Contractor must acquire the written approval from DCC prior to beginning work on any tasks or deliverables in accordance with the Deliverable Expectation Document (DED) and Deliverable Acceptance Document (DAD) process. (See [ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT](#) and [ATTACHMENT 21: DELIVERABLE ACCEPTANCE DOCUMENT](#). To use the DED/DAD effectively, the Contractor must fully understand all the business needs, contract provisions, and DCC formal Change Control process.

Table 1 - Tasks List below identifies the tasks and deliverables required by this agreement.

Table 1 - Required Tasks and Deliverables

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
#1	Kickoff & Project Initiation		
	1.1 - Project Kickoff The Contractor will host a Kick-off meeting to introduce DCC stakeholders to: introduce the project team, present the Contractor's implementation methodology, preview key components of the proposed software solution with network architecture diagrams, confirm project scope, roles and responsibilities, communication protocols, change management approach, test process, and set clear expectations for deliverables, timelines, and collaboration throughout the project lifecycle. 1.2 - Project Schedule The Contractor shall develop and submit a detailed Project Schedule for review and approval by the Contract Manager.. The schedule must identify all tasks and milestones necessary for project completion and include, at a minimum: task name, start and finish dates, assigned resources, task owner, predecessors and successors, and relevant notes. The Contractor is responsible for maintaining the Project Schedule throughout the project lifecycle, ensuring it is updated regularly to reflect current progress and changes. DCC standard is an MS Office application tool that shall be used for the project schedule, unless another application is approved by the Contract Manager. 1.3 - Monthly Reports	8 weeks	1.1 - Kickoff Meeting Agenda 1.2 - Project Schedule 1.3 - Monthly Status Report Template & Report

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	The Contractor shall provide a Monthly Status Report Template for initial approval, which includes standardized formatting for reporting project progress, scope status, schedule, costs, risks, issues, and other areas that are deemed appropriate by mutual agreement with the DCC Project Manager. Once the Monthly Status Report Template is approved, the Contractor shall submit an ongoing Monthly Status Report using the approved format.		
#2	Business Analysis & Discovery		
	2.1 - Workshops & Agendas The Contractor shall conduct interactive workshops with DCC stakeholders to verify and refine business and technical requirements for the build stage of the project. Additionally, the Contractor shall perform data identification workshop sessions to ensure compliance with data retention policies while minimizing reliance on the legacy LIMS. The Contractor will be responsible for loading data from the legacy LIMS during the build stage of the project to the new LIMS. This will include all COA's and recent test data into the new system. Legacy data will be made available to the Contractor for import into the LIMS based on mapping discussions with the Contractor to tie to required data fields. 2.2 - Fit-Gap Report Based on these sessions, the Contractor shall develop a Fit-Gap Analysis Summary Report comparing DCC's requirements (as listed in EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS) and data conversion needs with the capabilities of the proposed	4 weeks	2.1 - Meeting Agenda 2.2 - Fit-Gap Summary Report

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	SaaS solution. The summary report shall include, but not be limited to: a. Comprehensive requirements review and discovery, - b. c. Mapping of SaaS product features to state requirements, d. Clear documentation of functional requirements met through out-of-the-box, configuration, or customization, e. Clear documentation of how non-functional requirements will be validated (i.e. implementation, inspection, system document, or other artifact method). f. Data import and mapping requirements, g. Identified risks, constraints, and recommendations for addressing uncovered gaps. Once the Fit-Gap Report is approved, it will become the document to trace and deliver all requirements through implementation.		
#3	Technical Design Documentation & Build		
	3.1 - Documentation & Development The Contractor shall build, configure, and customize (if needed) the software solution in accordance with the validated baselined requirements, including data import, identified in the approved Fit-Gap Summary Report. The Contractor will be responsible for loading data from the legacy LIMS to the new LIMS. This effort shall include all Certificates of Analysis (COAs), and test	TBD based on Fit-Gap and revised schedule	3.1 - Technical Design Document

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	records from the past seven (7) years, as identified by the CTLO. To ensure the solution meets business needs, the Contractor shall facilitate workshops with DCC stakeholders to finalize build decisions and validate all required inputs/fields prior to system build. Based on these workshops, the Contractor shall develop and maintain a Technical Design Document (TDD) for all build settings that define the target (future-state) environment and submit the TDD to DCC for review and approval prior to begin development. The document shall include, but not limited to: a. High-level approach to system development and delivery, b. Full system configuration settings, c. Business processes and workflow configurations, d. Access controls, user roles, and system alerts, e. Testing approach and methodology, f. Data migration specification, rules and retention policies, All required system integrations in accordance with SECTION 26. Compatibility and Interface, a. Data visualization pipelines and triggers, b. Security, authentication, and compliance controls, c. Logging, monitoring, and error handling, d. Data reporting, e. Audit trails. The TDD will be progressively elaborated throughout development as changes are made to the system. A final version will be needed at the end of system		

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	acceptance. All development and integrations shall be validated through formal testing processes, including unit, integration, and user acceptance testing (UAT), and shall comply with applicable security and data governance standards.		
#4	Training & Testing		
	4.1 - Training Plan The Contractor will provide training and organizational change management. Create a detailed training plan to use the system. • Outline content, delivery methods (e.g., instructor-led, eLearning), schedules, and logistics. • Document the organization's training requirements based on user roles, responsibilities, and system functionality. • Define clear learning objectives and measurable outcomes for each training audience. 4.2 - Training Delivery Schedule and conduct training sessions, ensuring timely delivery to all end users based on their roles and availability. Design and produce all necessary training content, including user guides, quick reference materials, hands-on exercises, and digital modules. Ensure full knowledge transfer of system functionality	TBD based on Fit-Gap and revised schedule.	4.1 - Training Plan 4.2 - Training Delivery 4.3 - Testing Execution and Test Scripts

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	through practical, role-based training activities, exercises, and assessments. 4.3 - Testing The Contractor shall be responsible for planning, executing, and documenting all testing activities to verify that the configured system meets the approved functional and non-functional requirements and data conversion requirements. Testing activities shall align with the TDD.. If customized code is needed perform full system development lifecycle testing including unit testing, system testing, and regression and user acceptance testing. For all out-of-the-box and configured components perform system and User Acceptance Testing (UAT). For all testing activities: • Develop, document, maintain, and execute test scenarios and test scripts, for each appropriate level of testing, • • Trace all test cases to the system requirements, • Schedule, facilitate, and lead UAT sessions in coordination with DCC stakeholders. • Log and track all defects, and support defect resolution through re-testing of configured updates.		
#5	Maintenance and Operations, System Implementation & Acceptance		

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	5.1 - Maintenance and Operations The Contractor shall support Maintenance and Operations (M&O) of the LIMSR solution, ensuring comprehensive support for all configurations, customizations, and interfaces. The Contractor shall deliver a proposed M&O Plan at least forty-five (45) days prior to the first production release. M&O tasks and responsibilities are detailed in +SECTION 33. Maintenance and Operations (M&O), Warranty Period roles and obligations in SECTION 35. Warranty, and Service Level Agreement metrics and enforcement in SECTION 36. Service Level Agreements (SLAs). The formal transition to M&O will occur upon Client acceptance of the M&O Plan and completion of the system acceptance period. During M&O, the Contractor will: • Update the M&O Plan as needed, if processes change significantly, • Provide regular monthly reports on M&O activities, system performance, issue resolution to ensure transparency and accountability, and conformance to SLA's. 5.2 - System Implementation The Contractor shall be responsible for planning, coordinating, and executing all Go-Live activities necessary to successfully transition the software solution into the production environment. Go-Live activities may include, but not limited to: • Activities to ensure operability of the system,	TBD based on Fit-Gap and revised schedule.	5.1 - M&O Plan and M&O Reports 5.2 - Go-Live Checklist 5.3 - System Acceptance Letter

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	• Implementation steps required for production deployment, • Pre-Go-Live preparation tasks, including configuration, data validation, readiness checks, and fallback plans, • Detailed Go-Live action item checklist, with assigned owners, deadlines, and completion tracking, • Availability and allocation of all necessary personnel and tools required to support Go-Live activities. • Go-Live communication activities,. • Go-Live schedule that includes clear milestones, deadlines, and identification of dependencies, including those requiring Client or third-party input. Completion of Go-Live activities shall be subject to written acceptance by the Client, based on mutually agreed-upon success criteria and satisfactory performance of acceptance testing. 5.3 - System Acceptance The Contractor shall provide system stability for a period of 45 consecutive calendar days following the implementation of the production system (“Acceptance Period”). Stability is defined as continuous operation of the production system without any Critical or Major Deficiencies as detailed in SECTION 36. Service Level Agreements (SLAs). During the Acceptance Period, the Contractor shall: • Detect, troubleshoot, and resolve all Critical and Major defects identified during system acceptance testing,		

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	• Monitor and resolve issues related to hardware, software, network, and infrastructure affecting system stability, • Facilitate regular meetings (at least weekly) with the Client and relevant stakeholders to review system status, defect resolution progress, and any stability concerns, • Restart the Acceptance Period if any Critical or Major defects are discovered and until such defects are resolved to the Client's satisfaction. The restart and progress shall be documented and agreed upon by both parties. All Critical and Major defects are the responsibility of the Contractor. Minor defects will be handled according to mutually agreed processes documented separately. Formal system acceptance shall be granted by the Client upon successful completion of the Acceptance Period with no outstanding Critical or Major Deficiencies, evidenced by written system acceptance documentation.		

12. Key Staff Qualifications and Skills

The Contractor is fully responsible for providing the resources to successfully implement the LIMSR solution within the agreed-upon project schedule and to the performance standards set forth in this SOW.

CONTRACTOR KEY STAFF SKILLS/EXPERIENCE

The Contractor shall provide Key Staff capable of fulfilling the proposed staff roles below:

KEY STAFF

PROJECT MANAGER

Mandatory Qualifications:

1. Bachelor's degree.
2. One year of experience working as a project manager responsible for the delivery, maintenance, and continuous improvement of an Information Technology service or platform, creating, updating, and implementing project management plans, project schedules, business needs reports, and training plan.

Desirable Qualifications:

1. A valid *Project Management Professional (PMP), or Agile Certified Practitioner (PMI-ACP) certificate issued by the Project Management Institute (PMI), or a valid Certified ScrumMaster (CSM) certificate* issued by Scrum Alliance.
2. One to three years of experience as a Project Manager with the LIMS product proposed for this project..
3. Project experience for a government (city/county/state/federal) agency.

IMPLEMENTATION SERVICES LEAD

Mandatory Qualifications:

1. Two years of experience in a lead role responsible for interpreting, translating, and mapping business rules, workflows, and related configurations for an Information Technology project.
2. One year of experience in interpreting, translating, and mapping business rules, workflows, and related configurations for the Laboratory Information Management Software (LIMS) product proposed for this project.

Desirable Qualifications:

3. Project experience configuring and developing to Cannabis regulations, policies, and requirements.

INTEGRATION ANALYST

Mandatory Qualifications:

1. One year of experience performing integrations with laboratories and laboratory instruments utilizing industry standard (eg. HL7, ISL, NCCLS) processes to connect applications with industry standard tools like Extract, Transfer, Load (ETL) processes, Application Programming Interfaces (API), REST, GraphQL, Webhooks.

Desirable Qualifications:

1. Project experience performing integrations to Cannabis regulations, policies, and requirements

2. Project experience performing integrations with the Marijuana Enforcement Tracking Reporting Compliance (METRC) system. METRC monitors the movement and sale of cannabis through the supply chain to ensure product integrity and guard against theft and infiltration.

All qualifications are described in more detail in [ATTACHMENT 15.1: PROJECT MANAGER - QUALIFICATIONS FORM](#), [ATTACHMENT 15.2: IMPLEMENTATION SERVICES LEAD - QUALIFICATIONS FORM](#), and [ATTACHMENT 15.3: INTEGRATION ANALYST - QUALIFICATIONS FORM](#).

13. Key Staff Changes

The Contractor must commit to the continuing availability and participation of the Key Personnel for the duration of the LIMS Project or for their proposed period of involvement (as defined in the System Development Plan). Except in the case of a leave of absence, sickness, death, termination or resignation of employment or association, or other circumstances outside the reasonable control of Contractor, the individual(s) designated to fill any of the Consultant(s) role(s) shall not be removed by Contractor from performing their assigned tasks during the period of performance without the prior written approval of the State.

The State recognizes that an unforeseen resignation or other events may cause key personnel to be unavailable. The State Project Director reserves the right to approve or deny all of the Contractor's proposed replacement consultant(s) designated to fill any of the Consultant(s) role(s). Any of the proposed replacement staff must have the same or higher-level skills and experience as those requirements stated in the [SECTION 12. Key Staff Qualifications and Skills](#). Contractor must request approval of replacement staff designated to fill any of the Consultant(s) role(s) from the State Project Director in writing at least 10 State business days before they are scheduled to begin work on the project and such replacement staff shall not start on the Project without the State Project Director's written approval.

If staff designated to fill any of the Consultant(s) role(s) submitted by the Contractor for the Contract is unable to participate in this Contract due to leaving the firm or having a significant health issue, they must be replaced with comparably qualified staff who meets the minimum qualifications within 20 State business days. The Contractor may request changes to staff (either replacement or additional staff) by submitting a written request to the State Project Director. The State Project Director may, at its sole discretion, request additional information to substantiate whether the replacement staff is in compliance with the RFP requirements. The State Project Director will respond, in writing, indicating approval or rejection of the proposed replacement staff within five State business days after receipt of the request to replace staff; if the State Project Director requires additional information regarding the replacement personnel from references, such five-day period shall be increased by the number of days required to

receive responses from all references in excess of one State business day. The State Project Director must approve replacement staff designated in writing before they begin work on the project.

If any of the proposed replacement staff designated to fill any of the Consultant(s) role(s) is rejected, the Contractor shall work diligently to promptly provide a qualified replacement to the State for approval within 10 State business days of the rejection.

The State will notify the Contractor concerning any issues and/or concerns the State has regarding the poor or otherwise unsatisfactory performance of any Contractor staff and the Contractor will have 10 State business days in which to remedy the State's issues and/or concerns. If Contractor has not remedied the issues and/or concerns regarding the Contractor staff within this period of time, the State reserves the right in its sole discretion to require the Contractor to replace such staff at any time thereafter. The State will notify the Contractor in writing when exercising that right. The Contractor, no later than 20 State business days of such notification, shall provide a replacement candidate.

The State recognizes that changes to Subcontractor(s) may be necessary and in the best interests of the State; however, advance notice of a contemplated change and the reasons for such change must be given to the State no less than seven State business days prior to the existing Subcontractor's termination. The State Project Director or designee must approve any changes to the Subcontractor(s) prior to the termination of the existing Subcontractor(s) and hire of the new Subcontractor(s) and such approval will not be unreasonably withheld or delayed. This also includes any changes made between submittal of the Contractor's RFP Response and Contract Award Date. The State will not compensate the Contractor for any of the Contractor's time or effort to educate or otherwise make the new Subcontractor(s) ready to begin work on the Contract.

14. Escalation Process

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the DCC's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate DCC personnel. The DCC personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. Additional information regarding performance when submitting deliverables is defined in [SECTION 17. Project \(Contractor\) Tasks and Deliverable Requirements](#) and [SECTION 36. Service Level Agreements \(SLAs\)](#) defines other areas of service. To notify the DCC, the personnel include, but are not limited to, the following:

First level: DCC ITSD Project Manager

Second level: DCC ITSD PMB Chief

Third level: DCC ITSD Chief Information Officer

The Contractor will advise the State Contract Manager of any intended escalation. If the Contractor is not entirely satisfied that the State is exercising its best efforts to resolve any problem or issue in an appropriate period of time, then the Contractor must escalate the problem or issue to the next appropriate level.

15. Corrective Action

DCC will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or products produced by the Contractor fail to meet DCC's minimum conditions, requirements, specifications, or guidelines, the following process will be employed, except as superseded by other binding processes:

1. DCC will notify the Contractor in writing within five (5) business days after discovery of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor.
2. The Contractor will, within five (5) business days after initial problem notification, respond to DCC by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
3. DCC will, within five (5) business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If DCC rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) business days of notification of rejection.
4. DCC will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor.
5. If a contractor project component or deliverable is rejected three (3) times by DCC, the Cure Notice process will follow.

15.1. Cure Notice

DCC will issue a cure notice to inform the Contractor in the event the Contractor fails to meet a project work product, component, requirement, or deliverables. Upon issuance, the cure notice will specify how much time the Contractor must remedy the condition. If the condition is not corrected within the period specified, the cure note states that the Contractor may face termination of its Agreement by default as stated in Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025), section 16.3, Termination for Default.

Triggers for a Cure Notice

Cure notice may be triggered by any of the following conditions, or other conditions that arise in performance of the Agreement:

1. The Contractor continues to miss agreed-upon deadlines.
2. Quantifiable evidence is lacking to show that work is being accomplished.
3. The quality of tasks does not meet DCC's standards.
4. The Contractor is non-responsive to DCC requests, or
5. The Contractor does not replace key personnel, as outlined in [SECTION 13. Key Staff Changes](#).

16. Change Control Procedures

To ensure effective governance of LIMSR project, decision-making and operational oversight need to be executed as close as possible to the point where the action is required. This is described in the LIMSR Project Management Plan that the Contractor will become familiar with when starting the project. Specific details regarding the change process are defined below:

1. DCC personnel or Contractor staff requiring a change will notify the DCC Project Manager and document the change request in the Change Log and the DCC Project Manager will complete a Request for Change (RFC) Form.
2. RFC will be logged in the Change Log for tracking purposes.
3. The DCC Project Manager or Designee will review the Change Log bi-weekly and any RFC's submitted by the project.
4. Informal changes necessary for project inclusion will be approved by the DCC Project Manager and implemented within the appropriate project development phase.
5. Formal changes will be submitted to the DCC's Information Technology Governance Council (ITGC) for discussion and recommendation.
6. Formal changes approved by the ITGC will be incorporated into the project scope and may require contract amendments to be executed, if beyond the Unanticipated Tasks amount in the base contract.

Unless explicitly stated otherwise, all RFC's and Change Log documentation shall be created using 2010 (or later) versions of the following Microsoft applications: Word; Excel; PowerPoint; Visio; or Project. Sharepoint may be used as an alternative, but the Contractor shall verify application compatibility with the DCC Project Manager prior to creation or delivery of any electronic documentation. The delivery media shall be compatible with the State storage devices.

17. Project (Contractor) Tasks and Deliverable Requirements

DELIVERABLE EXPECTATION DOCUMENT (DED) OVERVIEW

The DED establishes that the State and Contractor have a common understanding of the scope, schedule, format, content (depth and breadth), and acceptance criteria of tasks, responsibilities, and deliverables required prior to the Contractor beginning work. The State and Contractor will define and develop acceptance criteria and deliverables to be assigned to the Contractor, including specific, measurable success factors, to be set forth in the DED. The deliverables must be listed in the DED form. The DED details Contractor services required to meet project objectives.

1. All Contractor work shall be authorized in advance via the DED process, see [ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT](#), for the DED form. Once the DED has been reviewed and accepted, the Contractor and the DCC Project Manager or Designee, will sign it as outlined in [SECTION 18.3. Deliverable Rejection & Acceptance](#). This will constitute acceptance of the DED. The originally approved DED will be retained by the DCC Project Manager with copies sent to the Contractor.
2. It is understood and agreed by both parties that all of the terms and conditions of this contract shall remain in force with the inclusion of any such DED.
3. The State has the right to require the Contractor to stop or suspend work on any DED.
4. If, in the performance of the work, the Contractor determines that the work approved through the DED cannot be accomplished within the estimated period, the Contractor will immediately notify the DCC Project Manager in writing of the Contractor's estimate of the additional time to complete the work in full. Upon receipt of such notification, the State may:
 - Alter the scope of the DED in order to define tasks that can be accomplished, or
 - Terminate the DED.
5. The following is a list of required information for the DED. This list is not all inclusive therefore any additional information deemed relevant to the work identified in the DED should be included. Each DED shall include the following:
 - a. A work description which shall include the purpose, objective, or goals to be undertaken by the Contractor;
 - b. An identification of tasks and any associated deliverables to be developed by the Contractor;
 - c. Acceptance criteria for the work to be performed;
 - d. The name or identification of the Contractor personnel to be assigned;
 - e. The Contractor's estimated implementation services costs required to accomplish the purpose, objective or goals in accordance with the pricing identified in [EXHIBIT D: COST WORKBOOK](#)
 - f. The Contractor's total cost for the DED;
 - g. The Withholds that payments shall be subject to, including withhold release provisions (See [SECTION 39. Budget Detail and Payment Provisions](#)).

DELIVERABLES

The Deliverables, identified in [SECTION 11. Contractor's Roles and Responsibilities](#) for this Agreement include:

Deliverables
Deliverable #1 - Kickoff & Project Initiation
Deliverable #2 - Business Analysis & Discovery
Deliverable #3 - Technical Design Documentation & Build
Deliverable #4 - Training & Testing
Deliverable #5 - Maintenance and Operations, System Implementation & Acceptance

All Deliverables shall be subject to the DCC's Acceptance as defined in [SECTION 18.3. Deliverable Rejection & Acceptance](#)..

18. Contractor Deliverables

The Contractor shall submit for review and approval a Deliverable Log request for each deliverable, as defined by the Deliverables Management procedures in the DCC project management plan, to the DCC Deliverables Manager for each Deliverable.

In submitting a Deliverable for DCC Acceptance, the Contractor represents that, to the best of its knowledge, it has performed the associated tasks in a manner which will, in concert with other tasks, conform to the relevant terms and conditions of the Contract and conform to and meet applicable Acceptance Criteria.

18.1. Deliverables Expectation Document

The Contractor shall complete a Deliverable Expectation Document (DED), as shown in [ATTACHMENT 20: DELIVERABLE EXPECTATION DOCUMENT](#), for approval by the DCC as the first step for every deliverable. For each deliverable, the parties will agree, in writing, on deliverable specifications and acceptance criteria, which the Contractor shall document on a DED.

The Contractor will not begin work on a deliverable until DCC and the Contractor have approved the DED. The DED will define the deliverable specifications and acceptance criteria. The deliverable will address all components required by the Contract and any areas agreed upon subsequently through meetings and planning sessions. DCC expects all deliverables to be presented sequentially at deliverable project phases. The Contractor shall provide deliverables to the DCC Contract Official by the due date specified on the approved Project Schedule unless the DCC has granted written permission on the deliverable DED to deviate from the schedule. Deliverable documents will be comprehensive in their level of detail and

quality, be professional in presentation, and consistent in style and quality. If a document is the composite work of multiple individuals within the Contractor's organization, the Contractor shall ensure consistency in the final document.

Completion of each deliverable listed above is subject to DCC approval, as described in [SECTION 18.3. Deliverable Rejection & Acceptance](#).

18.2. Deliverable Acceptance Document

All concluded work must be submitted for review and acceptance or rejection to the DCC Project Manager using the [ATTACHMENT 21: DELIVERABLE ACCEPTANCE DOCUMENT](#). A deliverable will not be accepted by the State unless it is consistent with the DED approved by the DCC Project Manager.

Project work and deliverables that involve software programs, as well as any implementation or installation activities, are subject to acceptance testing under the terms of this Contract. Acceptance testing is intended to ensure that the services acquired under this Contract result in successful implementation and continued satisfactory levels of performance. The products and services acquired must conform to DCC's business, technical, and performance requirements while meeting the Contractor's specifications, performance standards, and warranties.

Acceptance testing shall include verification by the DCC Project Manager and the Contractor that each applicable deliverable meets the requirements identified within the DED. It shall be DCC's sole determination as to whether acceptance testing has been successfully completed and is acceptable to DCC.

18.3. Deliverable Rejection & Acceptance

1. All concluded work shall be submitted for review and acceptance or rejection to the DCC Contract Official through the use of Deliverable Acceptance Documents (DAD), shown in [ATTACHMENT 21: DELIVERABLE ACCEPTANCE DOCUMENT](#), to be signed by the Contractor.
2. The Contractor must be the sole entity submitting deliverables to the DCC. The DCC will not accept deliverables from subcontractors. The Contractor must review, verify compliance of, and accept full responsibility for any subcontractor deliverables before submission to the DCC.
3. If deemed necessary by the DCC, a formal walkthrough session will be conducted to review the submitted deliverables. This does not remove the walkthrough requirements already designated in this contract. The DCC will identify the reviewers that will attend these walkthrough sessions. The walkthrough sessions will be organized and scheduled by the Contractor, with approval from the

DCC.

4. The DCC will use the signed DED to assess whether the Contractor has met the criteria for deliverables acceptance.
5. The DCC will be responsible for reviewing and approving in writing, within ten (10) business days of receipt of the DAD, each work product and deliverable including but not limited to plans, designs, drawings, and reports. The DCC will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as required in this Contract.
6. Should the work performed or the Deliverables produced by the Contractor fail to meet DCC's conditions, requirements, specifications, guidelines, or other applicable standards as identified in this contract, the following resolution process will be employed, except as superseded by other binding processes:

The DCC will notify the Contractor in writing within ten (10) business days after receipt of DAD of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor, unless Contractor and the [Department] have mutually agreed in writing to a different review period for the DAD.

If the DCC has identified inadequacies and/or failures, the Contractor must, within five (5) business days after problem notification, respond to the DCC by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, or submit a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the DCC's problem notification within the required time limits may result in immediate termination of the Agreement. The DCC may, at its discretion and in writing, allow a longer period than the five (5) business days in consideration of the scope of the change.

The DCC will, within five (5) State business days after receipt of the Contractor's detailed explanation or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation or correction action plan. If the DCC rejects the explanation or the corrective action plan, the Contractor must submit a revised corrective action plan within three (3) business days of notification of the rejection. Failure by the Contractor to respond to the DCC's notification of the rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Agreement.

The DCC will, within three (3) business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan may result in immediate termination of the Agreement.

- a. Lack of response on the part of the DCC does not constitute Acceptance of any Deliverable.

- b. Signed acceptance of the DAD will be by the DCC Contract Official identified in [SECTION 7. Contract Representatives](#).
- c. The Contractor may not change a deliverable that has been accepted by the DCC without the DCC's written approval.

It shall be the State's sole determination as to whether a deliverable has been successfully completed in accordance with this Statement of Work.

19. Data Handling and Ownership

The Contractor shall abide by provisions in EXHIBIT B: INFORMATION TECHNOLOGY GENERAL PROVISIONS - (Cloud Computing Services) – GSPD-ITGP (Cloud)

20. Reporting

The Contractor shall provide reports that summarize the results of all Contractor tasks performed for the reporting month. These reports are outlined in [SECTION 11. Contractor's Roles and Responsibilities](#)

21. Security

The Contractor shall abide by provisions in EXHIBIT B: INFORMATION TECHNOLOGY GENERAL PROVISIONS - (Cloud Computing Services) – GSPD-ITGP (Cloud) provisions to ensure proper access and security in the LIMSR solution.

22. Disaster Recovery

The Contractor shall abide by provisions in EXHIBIT B: INFORMATION TECHNOLOGY GENERAL PROVISIONS - (Cloud Computing Services) – GSPD-ITGP (Cloud) to ensure Disaster Recovery as applied for the LIMSR solution.

Information Technology General Provisions - Cloud (Revised 2/20/2025)

- <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

Sections include, but are not limited to:

- Section 20: General Terms - 20.3 Force Maeure
- 21.13 DISASTER RECOVERY & BUSINESS CONTINUITY

23. Delivery (Hardware and Software)

The Contractor shall supply the cloud SaaS solution to the DCC throughout the term of the agreement.

24. Hardware and Software Needs

The Contractor shall provide the DCC with a cloud SaaS solution to meet the LIMS Project functional business needs and non-functional requirements as described in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and comply with requirements in [SECTION 3.2.10. GENERAL PROVISIONS](#) and subsections. .

25. Escrow Source Code

The Contractor shall document and deliver the custom code, if any, to DCC.

All custom code, if any, shall be stored in the DCC's Centralized Repository tool. DCC will use source code repository software, like "GitHub or SVN or similar repositories", to store custom code during the contract. The Contractor will be responsible for maintaining and updating versions of the code while in development and maintenance and operations.

The Contractor agrees to:

1. Deposit a copy of any DCC specific custom code of the proprietary software product(s) used in the implementation, and Maintenance support with documentation of the system in DCC's repository during the term of the Agreement.
2. If any of the original third-party code has been modified to meet the requirements of this SOW and resulting contract, then the Contractor agrees to deposit a copy of the DCC specific customizations made to the third-party proprietary software code in DCC's repository.
3. The Contractor guarantees that it will deposit a copy of revised or additional software code and documentation no later than bi-annually.
4. Documentation to be deposited includes the software build instructions, programming documentation, configuration information, and any other documentation used by the Contractor's staff to understand the code or to develop, compile, maintain, or update DCC specific

customizations to the software.

Repository

1. The software shall be in a format agreed to by the DCC such that the DCC will be able to run and maintain the software should the need arise to obtain the code from the account.
2. The Contractor shall provide DCC with a text listing all files included in the repository.

Verification

In the event that the deposited material does not conform to the requirements, the Contractor shall promptly deposit the conforming material. Failure to meet this requirement will place the Contractor in breach of the Contract and may result in termination or other remedies available to the State pursuant to this agreement.

26. Compatibility and Interface

[SECTION 8. Solution Requirements](#) and [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) define compatibility and interface requirements. The Contractor shall design, develop, test, and implement all required integrations to support communication and data exchange with the DCC network and instruments and systems identified below. The Contractor shall develop and maintain TDD's for each integration, implement and test integrations in accordance with documented specifications, and submit all TDD's to DCC for review and approval prior to development and deployment. Once approved, the Contractor will develop integrations with the following:

- Lab Instruments - utilized to support tests and test methods. Instruments support all tests required by Cannabis testing regulations and include but is not limited to, Cannabinoids profile, Moisture content, Water activity, Residual solvent, Pesticides, Heavy metals, Aspergillus, Salmonella, STEC. Additionally, Psilocybin and Psilocin, GCMS Toxin Screen, LCMS Toxin Screen.

Instruments to be integrated are:

1. HPLC (Waters), LCMS (Agilent): Perform the cannabinoids testing on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates and calibration verifications. The instrument software generates reports with final results of the concentrations of analytes in both samples and QC samples.
2. GCMS (Agilent): Perform the toxin screen analysis on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates, etc. The instrument software generates reports with final results of analytes in both samples and QC samples.
3. GCMS-Headspace (Agilent): Perform the residual solvents testing on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates and calibration verifications. The instrument software generates reports with final results of the concentrations of analytes in both samples and QC samples.

4. GCMS/MS (Agilent): Perform the residual pesticides testing on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates and calibration verifications. The instrument software generates reports with final results of the concentrations of analytes in both samples and QC samples.
 5. LCMS/MS (Sciex), LC-HRMS (Thermo): Perform the residual pesticides, mycotoxins, Psilocybin/Psilocin testing, and toxin screen analysis on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates and calibration verifications. The instrument software generates reports with final results of the concentrations of analytes in both samples and QC samples.
 6. ICPMS (Perkin Elmer): Perform the heavy metals testing on the investigation samples and QC samples. QC samples include blanks, spikes, duplicates and calibration verifications. The instrument software generates reports with final results of the concentrations of analytes in both samples and QC samples.
 7. PCR (Thermo): The design and analysis software for QuantStudio real-time PCR runs for microbial identification must be integrated with the LIMS. Key data points, including sample IDs, Ct values, amplification curves, and results interpretation, need to be seamlessly imported into the LIMS. The QuantStudio system supports various data output formats, such as CSV, XML, and TXT. Final reports of microbial detection, based on Ct values, pre-determined thresholds, standards, and controls, should be generated, and exported from the system.
- Bar code reader/QC Code/Other - sample login system: The client who is going to submit the samples shall be able to enter the sample information on the LIMSR client portal on their end and print out/generate the Bar code/QC code/other identification code for each sample and place the printed-out code, or numeric code, on the sample bag. When the samples arrive at CTLB, the lab scientists identify the sample by scanning the code or enter the numeric code into the system. The lab scientist shall be able to change the status of the sample to indicate that the sample is received by the Lab. The client and the lab both be able to see the status of the samples, such as "Bar code created", "Received by lab", "Test done", "Report sent to client", etc.
 - Partner Laboratories - Samples received by CTLB are commonly routed to partnered laboratories to run specific tests (i.e. pesticides). As those tests are completed, the results are shared with CTLB and need to be stored in the LIMS solution proposed for this project. Capturing and storing those results in sequence with the CTLB tests will be a requirement for this project.
 - Metrc - Clients enter the Metrc UIDs of the samples. The LIMSR solution shall be able to pull out Metrc information using API integrations regarding samples.
 - Google BigQuery - a data warehouse utilized by DCC internally to provide centralized management of data for the Department's reporting capabilities. One-way read access will need to be created from BigQuery into the LIMSR solution to capture multiple laboratory statistics.

27. System Installation

The Contractor shall supply and make available the cloud SaaS solution to the DCC throughout the term of the agreement.

28. System Implementation or Integration

The Contractor shall supply implementation, integration, and support for the cloud SaaS solution to the DCC throughout the term of the agreement.

29. Technology Refresh

The Contractor shall provide access to any software updates utilized to fulfill the requirements, tasks, and deliverables of this agreement. The software updates shall be made available free-of-charge and include any relevant software release notes. The State shall receive notification at least 30 days in advance of any planned software release. Failure to notify the State in advance of any planned software release may result in system downtime or defects associated with functionality. Any system downtime or defects resulting from failure to notify the State prior to a planned software release shall be subject to the Service Level Agreement timelines documented in [SECTION 36. Service Level Agreements \(SLAs\)](#).

In addition, the Contractor shall comply with requirements in CDT OSTP Request For Proposal [SECTION 3.2.10. GENERAL PROVISIONS](#) and subsections.

30. System Testing and Acceptance Procedures

System Testing and Acceptance is defined in [SECTION 11. Contractor's Roles and Responsibilities](#).

31. Transition of Operation to New Contractor or to State

During the term of the agreement, the Contractor provides the State with Design, Development and Implementation (DD&I) services along with software licenses. As the expiration date of this contract approaches, or upon notice of termination of this contract, the Contractor shall execute a 'Transition Period', if necessary, in accordance with [SECTION 3.2.11. GENERAL PROVISION](#).

The Contractor will develop and adhere to a Transition Out Plan. The plan must include, at a minimum, the requirements listed below:

Transition Out Plan

The Contractor will develop and adhere to a Transition Out Plan based on the proposed Transition Out approach. The plan must include, at a minimum, the requirements listed below:

1. The roles and responsibilities of both State and Contractor.
2. The Transition Out Plan must include the following:
 - a. Continued support of operations while transitioning tasks.
 - b. Return of all DCC owned data. Data must be provided to DCC in a non-proprietary mutually agreed upon format.
 - c. Final updates and handover to the state of the design and configuration deliverables.
 - d. Entry and Exit criteria for all Transition Out activities.
 - e. Development of all supporting documentation that accompanies and supports the Transition Out activities.
 - f. Contract closeout processes and how they will securely destroy any digital data or confidential paper data post-contract.
3. The Contractor shall develop a transition out schedule that identifies the transition out steps the Contractor will take. The transition out schedule will include the following minimum requirements:
 - a. Required tasks, associated task owners, task dependencies, schedule, and timing.
 - b. Tools and processes used to coordinate tasks, track and report issues and communicate status to all stakeholders (e.g., project team, end users, operational support staff, help desk, etc.) throughout the transition out period.
4. The Contractor shall develop a Transition Out Risk Assessment documenting any known or potential risks associated with the Contractor's transition out approach. The transition out Risk Assessment will include the minimum requirements listed below:
 - a. An impact and probability assessment and define recommended risk mitigation steps. Any risks identified must follow the established procedures documented in the Project's Risk and Issue Management Plan.

Transition Out Services

The Contractor shall provide transition out support services, at a minimum:

1. Completion of all tasks identified in the Transition Out Plan
2. A Transition Out Report that includes, at a minimum:
 - a. Documentation that shows all exit criteria was met.
 - b. Outstanding, unresolved transition issues.
 - c. Recommended additional transition activities and tasks.

The Transition Period may be modified as agreed upon in writing by the parties in a contract amendment. Contractor agrees to compensate the State for damages or losses the State incurs as a result of Contractor's failure to comply with this section in accordance with the Limitation of Liability provision set forth in the General Provisions - Information Technology.

32. Knowledge Transfer and/or Training

The Contractor shall execute training services and conform to deliverables described in [SECTION 11. Contractor's Roles and Responsibilities](#) .

33. Maintenance and Operations (M&O)

Maintenance and Operations will commence upon completion of system acceptance. During M&O, the Contractor shall maintain and support the solution as approved by the DCC in the M&O Plan. Should the Contractor need to change any part of the LIMS solution that has achieved "System Acceptance" the Contractor must notify the DCC for approval prior to any change being made. Documentation of any changes will be provided in the M&O Plan along with Monthly M&O Reports to share project updates. Deficiency resolution will be performed at the Contractor's own expense for all Deficiencies that are covered under Warranty as specified in [SECTION 35. Warranty](#).

Since the Contractor is providing a cloud SaaS solution where the LIMS solution is providing a service to the DCC, Service Level Agreements (SLA) are critical for ensuring that the provided service meets the needs of the stakeholders and applies appropriate penalties should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual penalties for failing to provide the required levels of service. SLA's are defined in more detail in [SECTION 36. Service Level Agreements \(SLAs\)](#). The SOW tasks and the deliverables required from the Contractor for the M&O period are defined below. These tasks comprise a set of activities and deliverables for which the Contractor is responsible to maintain and/or configure the solution to meet the DCC needs once in production.

A. System Maintenance

- Includes patching & updates, version upgrades, backup and recovery, and configuration management.

B. Operations Management

- Includes monitoring, alerts, system performance, availability, incident management, and change management implementation.

C. Security & Compliance

- Incident tracking, response, and reporting to SLA's.

D. Support & Service Desk

- Tier 1–3 support levels for users and administrators, or similar service desk package.
- Issue tracking via MS Office Tools or a ticketing system (e.g., Jira, ServiceNow).
- Communication of service outages, planned maintenance, and release notes.

34. Insurance Requirements

Prior to commencing performance of any work under this Agreement, the Contractor shall furnish to the Contract Manager with a certificate of insurance that complies with all the requirements set forth herein. If the Contractor is self-insured, Contractor shall provide written proof of adequate self-insurance.

General Insurance Provisions

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation or Termination & Notice of Non-Renewal – The Contractor is responsible to notify the State within five business days before the effective date of any cancellation, non-renewal, or material change that affects required insurance coverage. In the event the Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of the Contract.
3. Deductible – The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Department of General Services, Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor obligations under the contract.
8. Satisfying an SIR - All insurance required by this contract must allow the State to pay and/or act as the Contractor's agent in satisfying any selfinsured retention (SIR). The choice to pay and/or act as the Contractor's agent in satisfying any SIR is at the State's discretion.
9. Available Coverages/Limits - All coverage and limits available to the Contractor shall also be

available and applicable to the State.

10. Subcontractors - In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insured's under Contractor's insurance or supply to the State evidence of insurance of such subcontractors that is equal to the policies, coverages and limits required of Contractor.
11. Premiums - The Contractor / Permittee shall be responsible for any premium, deductible or self-insured retention in connection with any required insurance.
Required Insurance - By requiring the insurance herein, the State does not represent that the insurance coverage and limits will necessarily be adequate to protect the Contractor / Permittee and such coverage and limits shall not be deemed as a limitation on the Contractor's / Permittee's liability under the indemnities granted to the State in this Contract.
12. Insurance Certificate - Contractor shall provide an insurance certificate evidencing the required insurance coverage before work commences under this Agreement.

Commerical General Liability Insurance

1. The Contractor shall maintain general liability coverage on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured agreement. This insurance shall apply separately to each insured against whom a claim is made, or suit is brought subject to the contractor's limit of liability.
2. The policy must name the State of California, its officers, agents, employees, and servants are included as additional insurers with respect to work performed under this Contract.
3. "The State of California, its officers, agents, employees, and servants shall be included as additional insured, but only with respect to work performed for the State of California under this Contract."
4. This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

Worker's Compensation Liability Insurance

The Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. In addition, employer's liability limits of at least \$1,000,000 are required. A Waiver of Subrogation or Right to Recover endorsement in favor of the State of California must be attached to the certificate. The insurer will not cancel the insured's coverage without thirty (30) business days prior written notice to the State.

This endorsement must be supplied under a form acceptable to the Office of Risk and Insurance Management.

35. Warranty

The Warranty Period shall commence upon completion of system acceptance as defined in [SECTION 11. Contractor's Roles and Responsibilities](#) The [SECTION 3.2.10.1. CLOUD COMPUTING SERVICES SPECIAL PROVISIONS](#) , Section 8 are incorporated herein with one additional provision and two clarifications.

- As an additional provision, the Contractor guarantees the functionalities of the configuration, customization, and integrations the Contractor performed/developed.
- The first clarification: the definition of the term “material defects” as used in provision (a)(ii) in Section 8 of the General Provisions is defined as Deficiencies with Critical and High Severity.
- The second clarification: The Warranty period shall commence upon Full System Acceptance. Unless otherwise agreed, Deficiency resolution will be performed at the Contractor’s own expense for all Deficiencies that are covered under Section 8 Warranties and Representations as specified in the General Provisions.

36. Service Level Agreements (SLAs)

Service Level Agreements (SLA) are critical for ensuring that the provided service meets the needs of the stakeholders and applies appropriate penalties should the service fall below contractually established thresholds. Service Level Agreements (SLA) are defined to objectively measure and report adherence to the threshold values and to invoke the mutually agreed upon contractual penalties for failing to provide the required levels of service. The Contractor agrees to provide support to submit software and system defects and incidents. The SOW tasks required from the Contractor for the SLA's are defined in the following table along with the SLA's that will be used to measure service needs. These tasks and SLA's comprise a set of activities for which the Contractor is responsible to maintain and/or configure the solution to meet the DCC needs once in production.

System Availability: Production Environment

TITLE	DESCRIPTION
Name	System Availability: Production Environment
SLA	The System is available 99.9%, excluding Exceptions and Scheduled Downtime
Measurement Process	The Contractor shall be responsible for meeting System Availability SLA. The System Availability SLA shall be calculated as follows:

TITLE	DESCRIPTION										
	1. Monthly Uptime % = (Maximum Available Minutes – Downtime) / Maximum Available Minutes X 100 <u>Definitions:</u> 1. "Maximum Available Minutes" is the total accumulated minutes during a service period. Maximum Available Minutes is measured over the course of each calendar month. 2. "Downtime" is the total accumulated minutes that are part of Maximum Available Minutes that have no connectivity. <u>Exceptions:</u> 1. Failures of the Client's internet connectivity. 2. Scheduled Downtime. 3. Due to factors outside reasonable control (i.e. natural disaster, acts of terrorism, or government action). 4. Resulting from services, hardware, or software not provided by Contractor. <u>Scheduled Downtime:</u> 1. All scheduled outages, in whole or in part, shall be communicated to the client at least twenty-four (24) hours in advance.										
Remedies for Availability Failures	Each month the Contractor's performance fails to meet the SLA, the State will assess Liquidated Damages (LD) in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook. <table border="1" data-bbox="454 1625 1559 2059"> <thead> <tr> <th data-bbox="454 1625 1006 1705">Availability of SLA</th><th data-bbox="1006 1625 1559 1705">LD AMOUNT</th></tr> </thead> <tbody> <tr> <td data-bbox="454 1705 1006 1796">>=99.9%</td><td data-bbox="1006 1705 1559 1796">None. Meeting to discuss.</td></tr> <tr> <td data-bbox="454 1796 1006 1886"><99.9% but >=99.5%</td><td data-bbox="1006 1796 1559 1886">3% credit</td></tr> <tr> <td data-bbox="454 1886 1006 1977"><99.5% but >=99.0%</td><td data-bbox="1006 1886 1559 1977">6% credit</td></tr> <tr> <td data-bbox="454 1977 1006 2059"><99.0% but >=95.0%</td><td data-bbox="1006 1977 1559 2059">10% credit</td></tr> </tbody> </table>	Availability of SLA	LD AMOUNT	>=99.9%	None. Meeting to discuss.	<99.9% but >=99.5%	3% credit	<99.5% but >=99.0%	6% credit	<99.0% but >=95.0%	10% credit
Availability of SLA	LD AMOUNT										
>=99.9%	None. Meeting to discuss.										
<99.9% but >=99.5%	3% credit										
<99.5% but >=99.0%	6% credit										
<99.0% but >=95.0%	10% credit										

TITLE	DESCRIPTION				
	<table> <tr> <th>Availability of SLA</th><th>LD AMOUNT</th></tr> <tr> <td><95.0%</td><td>20% credit</td></tr> </table>	Availability of SLA	LD AMOUNT	<95.0%	20% credit
Availability of SLA	LD AMOUNT				
<95.0%	20% credit				
Measurement Period	Each calendar month, beginning with the first full calendar month after system acceptance.				
Reporting	Any Unscheduled Downtime Minutes Attributable to the Contractor must be reported to the State within sixty (60) minutes of occurrence and documented and explained in writing to the State within two (2) business days. The Contractor shall report all occurrences and duration of each such Downtime, utilizing third-party monitoring tools, on the fifth day of the calendar month for the prior calendar month in the M&O Monthly Report.				

Service and Support Requirements

TITLE	DESCRIPTION
Name	Service and Support Requirements
Severity Definition	“Severity 1 Incident” means a Critical Event causing a complete (100%) loss of a key safety related feature and prevents the ability to perform critical functions on the platform, excluding third party integrations. Associated with Client Platform outage or platform unavailability greater than or equal to 50% loss of usability of the system. “Severity 2 Incident” means a Serious Event causing a significant

TITLE	DESCRIPTION
	component of the platform or services to fail or to perform materially differently than designed, creating inconvenience for normal functions but workarounds exist for critical functions. 3. "Severity 3 Incident" means a Medium Event (minor business impact) that had minimal current impact on the Client and causes a malfunction of a non-essential feature. 4. "Severity 4 Incident" means a Low/Minor event that has low impact on the Client and causes malfunction of a non-essential feature.
Severity Levels	- Severity 1 Incidents shall have an initial response time of 1 hour with status update intervals every 1 hour until the event is resolved or severity of the event is lowered to 3 or 4. - Severity 2 Incidents shall have an initial response time of 2 hours with status update intervals every 4 hours until the event is resolved or severity of the event is lowered to 3 or 4. - Severity 3 Incidents shall have an initial response time of 1 business day. - Severity 4 Incidents shall have an initial response time of 2 business days. Severity 1 and 2 events will be provided support 24 hours a day, 7 days a week. Severity 3 and 4 events will be provided support during business hours, which are defined 8am to 5pm, Monday – Friday, except for US Public Holidays. The Contractors incident or ticketing system tool of record shall serve as the system of record for the purposes of enforcing the durations identified. Resolved = Incident remediation released to production and incident has not re-occurred.
Measurement Process	If a production system incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.

TITLE	DESCRIPTION																														
Remedies for Severity Failures	Each month the Contractor’s performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook																														
	<table><tr><th>FAILURE TO MEET SLA</th><th>LD Amount (Severity 1)</th><th>LD Amount (Severity 2)</th><th>LD Amount (Severity 3)</th><th>LD Amount (Severity 4)</th></tr><tr><td>First Failure</td><td>5% credit</td><td>1% credit</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Second Failure</td><td>10% credit</td><td>3% credit</td><td>1% credit</td><td>Meet to discuss</td></tr><tr><td>Third Failure</td><td>15% credit</td><td>6% credit</td><td>3% credit</td><td>1% credit</td></tr><tr><td>Fourth Failure</td><td>20% credit</td><td>10% credit</td><td>6% credit</td><td>3% credit</td></tr><tr><td>Greater than four failures</td><td>25% credit</td><td>15% credit</td><td>10% credit</td><td>6% credit</td></tr></table>	FAILURE TO MEET SLA	LD Amount (Severity 1)	LD Amount (Severity 2)	LD Amount (Severity 3)	LD Amount (Severity 4)	First Failure	5% credit	1% credit	Meet to discuss	Meet to discuss	Second Failure	10% credit	3% credit	1% credit	Meet to discuss	Third Failure	15% credit	6% credit	3% credit	1% credit	Fourth Failure	20% credit	10% credit	6% credit	3% credit	Greater than four failures	25% credit	15% credit	10% credit	6% credit
	FAILURE TO MEET SLA	LD Amount (Severity 1)	LD Amount (Severity 2)	LD Amount (Severity 3)	LD Amount (Severity 4)																										
	First Failure	5% credit	1% credit	Meet to discuss	Meet to discuss																										
	Second Failure	10% credit	3% credit	1% credit	Meet to discuss																										
	Third Failure	15% credit	6% credit	3% credit	1% credit																										
	Fourth Failure	20% credit	10% credit	6% credit	3% credit																										
Greater than four failures	25% credit	15% credit	10% credit	6% credit																											
Measurement Period	Per Severity 1, 2, 3, or 4 Incident, beginning with the first System production release.																														
Reporting	The Contractor shall generate a report from Contractor's service management tool based on Incident Severity Level, Opened Date, Target and Actual Resolution Dates, Impact to Operations, Mitigation Steps, and Recovery Plan. The Contractor shall report all incident events within the M&O Monthly Report,																														

TITLE	DESCRIPTION
	as described in the Incident Management Plan. Upon agreement of the State, this monthly reporting requirement can be removed if the Contractor trains Department staff in how to obtain this information directly in the Contractors incident tracking system. The Contractor shall report all incident events, utilizing the service ticket tool, on the fifth day of the calendar month for the prior calendar month.

DCC Security Risk Assessment

TITLE	DESCRIPTION
Name	DCC-identified Vulnerabilities
Vulnerability Definition	1. “Critical” vulnerabilities that cause failure or are exploitable issues. Examples include Login bypass (e.g., broken authentication, SSO failure), Code injection or command execution, Data exposure, Critical misconfigurations impacting security controls. 2. “High” vulnerabilities that weaken security but do not immediately expose data or require specific conditions to exploit. Examples include improper access control, lack of proper encryption for sensitive data in transit or at rest, improper session management, significant misconfigurations. 3. “Medium” vulnerabilities that do not pose an immediate risk but could be leveraged in combination with other vulnerabilities. Examples include overly permissive role-based access control, logging deficiencies that hinder security monitoring, use of outdated or weak security protocols, insecure API configurations that expose unnecessary data. 4. “Low” vulnerabilities that do not pose an immediate risk but are industry best practices. Examples include lack of security headers, use of weak cryptographic algorithms where no immediate risk exists, excessive information disclosure in error messages.
Vulnerability Levels	<u>Response Time</u>

TITLE	DESCRIPTION
	Critical: • Initial Acknowledgment: Within 2 hours • Temporary Mitigation (workaround or restriction): Within 24 hours • Permanent Resolution: Within 5 days High: • Initial Acknowledgment: Within 4 hours • Mitigation Plan: Within 3 days • Permanent Resolution: Within 15 days Medium: • Initial Acknowledgment: Within 1 business day • Mitigation Plan: Within 7 days • Permanent Resolution: Within 30 days Low: • Initial Acknowledgment: Within 3 business days • Permanent Resolution: Within the next maintenance cycle (up to 90 days) Additional Considerations • Incident Notification: The SaaS provider must notify us within 2 hours of identifying a security issue affecting our organization. • Temporary Controls: If a fix cannot be applied immediately, an alternative risk mitigation plan must be provided. • Ongoing Communication: Regular updates on progress for unresolved issues. The Contractor's incident or ticketing system tool of record shall serve as the system of record for the purposes of enforcing the durations identified.
Measurement Process	If a vulnerability response time is greater than the SLA for the vulnerability level, the SLA for that incident is not met.

TITLE	DESCRIPTION																														
Remedies for Vulnerability Failures	Each month the Contractor’s performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook.																														
	<table><tr><th>FAILURE TO MEET SLA</th><th>LD AMOUNT (Critical)</th><th>LD AMOUNT (High)</th><th>LD AMOUNT (Medium)</th><th>LD AMOUNT (Low)</th></tr><tr><td>First Failure</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Second Failure</td><td>1% credit</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Third Failure</td><td>3% credit</td><td>1% credit</td><td>Meet to discuss</td><td>Meet to discuss</td></tr><tr><td>Fourth Failure</td><td>5% credit</td><td>3% credit</td><td>1% credit</td><td>Meet to discuss</td></tr><tr><td>Greater than four failures</td><td>10% credit</td><td>5% credit</td><td>3% credit</td><td>1% credit</td></tr></table>	FAILURE TO MEET SLA	LD AMOUNT (Critical)	LD AMOUNT (High)	LD AMOUNT (Medium)	LD AMOUNT (Low)	First Failure	Meet to discuss	Meet to discuss	Meet to discuss	Meet to discuss	Second Failure	1% credit	Meet to discuss	Meet to discuss	Meet to discuss	Third Failure	3% credit	1% credit	Meet to discuss	Meet to discuss	Fourth Failure	5% credit	3% credit	1% credit	Meet to discuss	Greater than four failures	10% credit	5% credit	3% credit	1% credit
	FAILURE TO MEET SLA	LD AMOUNT (Critical)	LD AMOUNT (High)	LD AMOUNT (Medium)	LD AMOUNT (Low)																										
	First Failure	Meet to discuss	Meet to discuss	Meet to discuss	Meet to discuss																										
	Second Failure	1% credit	Meet to discuss	Meet to discuss	Meet to discuss																										
	Third Failure	3% credit	1% credit	Meet to discuss	Meet to discuss																										
	Fourth Failure	5% credit	3% credit	1% credit	Meet to discuss																										
Greater than four failures	10% credit	5% credit	3% credit	1% credit																											
Measurement Period	Per vulnerability, beginning with the first System production release.																														
Reporting	The Contractor shall generate a report from Contractor's service management tool based on Vulnerability Severity Level, Opened Date, Target and Actual Resolution Dates, Impact to Operations, Mitigation Steps, and Recovery Plan.																														

TITLE	DESCRIPTION
	The Contractor shall report all vulnerabilities, utilizing the service ticket tool, on the fifth day of the calendar month for the prior calendar month in the M&O Monthly Report.

Security Incident Notification Response Time

TITLE	DESCRIPTION												
Name	Security Incident Resolution Notification Response Time												
SLAs	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Within 24 hours of discovery of the breach, the Department shall be provided details related to the breach including the specific data accessed, whether the data was encrypted or unencrypted, whether it included personal identifying information (e.g. name, driver's license, social security number), and the approximate date range, to the greatest degree of confidence possible, that the breached data was accessed.												
Measurement Process	Measurement will be performed using the time the Contractor learned of the incident to when the State received written notification.												
Liquidated Damages	Each month the Contractor's performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook. <table> <tr> <th>FAILURE TO MEET SLA</th><th>LD AMOUNT</th></tr> <tr> <td>First Failure</td><td>6% credit</td></tr> <tr> <td>Second Failure</td><td>10% credit</td></tr> <tr> <td>Third Failure</td><td>20% credit</td></tr> <tr> <td>Fourth Failure</td><td>30% credit</td></tr> <tr> <td>Greater than four failures</td><td>40% credit</td></tr> </table>	FAILURE TO MEET SLA	LD AMOUNT	First Failure	6% credit	Second Failure	10% credit	Third Failure	20% credit	Fourth Failure	30% credit	Greater than four failures	40% credit
FAILURE TO MEET SLA	LD AMOUNT												
First Failure	6% credit												
Second Failure	10% credit												
Third Failure	20% credit												
Fourth Failure	30% credit												
Greater than four failures	40% credit												

TITLE	DESCRIPTION
Measurement Period	Per Incident, beginning with the first System production release.
Reporting	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Within 24 hours of discovery of the breach, the Department shall be provided details related to the breach including the specific data accessed, whether the data was encrypted or unencrypted, whether it included personal identifying information (e.g. name, driver's license, social security number), and the approximate date range, to the greatest degree of confidence possible, that the breached data was accessed.

Security Incident Resolution Response Time

TITLE	DESCRIPTION	
Name	Security Incident Resolution Response Time	
SLAs	CATEGORY	RESOLUTION TIME FRAME CRITERIA
	Data Breach Involving Personal Identifying Information	Not more than 1 hour from discovery.

TITLE	DESCRIPTION												
	<table> <tr> <th>CATEGORY</th><th>RESOLUTION TIME FRAME CRITERIA</th></tr> <tr> <td>Data Breach Involving Cannabis Product Supply Chain Data.</td><td>Not more than 12 hours from discovery.</td></tr> <tr> <td>Data Breaches Including All Other Data Types</td><td>Not more than 24 hours from discovery.</td></tr> </table> When determining the resolution timeframe criteria for a given data breach, the timeframe shall be defined by the most sensitive data included in the breach. For example, if the breach included personal identifying information and cannabis supply chain data, the resolution timeframe criteria shall be not more than 1 hour from discovery.	CATEGORY	RESOLUTION TIME FRAME CRITERIA	Data Breach Involving Cannabis Product Supply Chain Data.	Not more than 12 hours from discovery.	Data Breaches Including All Other Data Types	Not more than 24 hours from discovery.						
CATEGORY	RESOLUTION TIME FRAME CRITERIA												
Data Breach Involving Cannabis Product Supply Chain Data.	Not more than 12 hours from discovery.												
Data Breaches Including All Other Data Types	Not more than 24 hours from discovery.												
Measurement Process	If a security incident resolution time is greater than the SLA for the incident priority, the SLA for that incident is not met.												
Liquidated Damages	Each month the Contractor's performance fails to meet the SLA, the State will assess liquidated damages in the form of service credits deducted from the next annual software subscription total cost as identified in the Cost Workbook. <table> <tr> <th>FAILURE TO MEET SLA</th><th>LD AMOUNT</th></tr> <tr> <td>First Failure</td><td>6% credit</td></tr> <tr> <td>Second Failure</td><td>10% credit</td></tr> <tr> <td>Third Failure</td><td>20% credit</td></tr> <tr> <td>Fourth Failure</td><td>30% credit</td></tr> <tr> <td>Greater than four failures</td><td>40% credit</td></tr> </table>	FAILURE TO MEET SLA	LD AMOUNT	First Failure	6% credit	Second Failure	10% credit	Third Failure	20% credit	Fourth Failure	30% credit	Greater than four failures	40% credit
FAILURE TO MEET SLA	LD AMOUNT												
First Failure	6% credit												
Second Failure	10% credit												
Third Failure	20% credit												
Fourth Failure	30% credit												
Greater than four failures	40% credit												
Measurement	Per Incident, beginning with the first System production release.												

TITLE	DESCRIPTION
Period	
Reporting	Any breach of Departmental data present in the Contractor's software solution shall be reported to the Department immediately upon discovery. Updates to mitigation on an ongoing incident shall require hourly updates to the Department until the incident is resolved.

Key Staff

TITLE	DESCRIPTION
Name	Key Staff Replacement
SLA	Key staff must be replaced within the timeframe and the process in accordance with SECTION 13. Key Staff Changes .
Measurement Process	The start date of the measurement begins on the date the Contractor provides notification of any proposed changes, or on the date the State requests the Contractor to replace key staff plus the number of days as defined in SECTION 13. Key Staff Changes. Key Staff positions shall not be filled with State employees to fulfill the roles and responsibilities of the position in a temporary capacity and/or maintain responsibilities for a Contractor's key staff position.
Liquidated Damages	For each State business day over the number of days required to replace key staff, as defined in SECTION 13. Key Staff Changes .
Measurement Period	Daily, for each Key Staff position that has not been filled within the number of days required.
Reporting	The State shall report delays to Key Staff fulfillment to the Contractor's Project Manager. If the Project Manager is not available the State shall report to the Contractor's Contract administrator.

37. Liquidated Damages

Liquidated Damages are intended to encourage timely completion of critical project milestones and the provision of reliable and responsive services from the Contractor. The purpose of this Liquidated Damages provision is to ensure adherence to the requirements of the Agreement and to set an amount in advance of contractual non-compliance to compensate DCC for damages that are impractical or extremely difficult to estimate, but which would be sustained by the DCC in the event the Contractor fails to perform services as agreed. The Liquidated Damages are intended to be a reasonable estimate of the damages and costs the DCC would sustain as a result of non-compliance with the terms of the Agreement. These amounts are not punitive. DCC and Contractor, therefore, agree that in the event the Contractor fails to perform certain agreed upon services in a timely manner as specified in [SECTION 36. Service Level Agreements \(SLAs\)](#), DCC may assess the Contractor for such amounts as Liquidated Damages, and not as a penalty.

The liquidated damages that may be assessed by the State as a result of the Contractor's delay or failure to perform its obligations in accordance with the terms of this Agreement are as described in the SLAs. Contractors shall pay Liquidated Damages as set forth in the Agreement.

The parties agree that any delay or failure by Contractor to timely perform its obligations under this Agreement will interfere with the proper and timely implementation of the solution, to the loss and damage to the State. The State will incur costs to maintain the functions that would have otherwise been performed by the Contractor. Delays caused by the state will not result in damages charged to the Contractor.

The Assessment of liquidated damages is subject to the dispute resolution process in accordance with the Information Technology - General Provisions Cloud-Computer Services, DGS PD 402-ITGP Cloud (2/20/2025) *section 17*, Dispute Resolutions.

37.1. Liquidated Damages Cap

If imposed, Liquidated Damages shall be no more than \$100,000 per day, from notice and total Liquidated Damages shall not exceed Fifteen Percent (15%) of the total contract amount.

37.2. Payment of Liquidated Damages

DCC may impose Liquidated Damages as per the [SECTION 36. Service Level Agreements \(SLAs\)](#) above and may withhold the damages from any payment due to the Contractor.

37.3. Calculation of Liquidated Damages

The calculations for Liquidated Damages are defined in [SECTION 36. Service Level Agreements \(SLAs\)](#).

38. Unanticipated Tasks

If additional work shall be performed which was wholly unanticipated and is not specified in the SOW but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, including statutory and regulatory changes, the procedures outlined in this Section along with a Work Order Authorization (WOA), reflected in [ATTACHMENT 18: WORK ORDER AUTHORIZATION FORM](#), and [SECTION 16. Change Control Procedures](#). CHANGE CONTROL PROCEDURES will be employed.

Unanticipated tasks are additional work performed within the scope of the Contract but were not identified in the State's solicitation document or SOW. Both the State and the Contractor must agree upon the work to be performed which will result in unanticipated costs. No work can be performed in advance of the State's approval of unanticipated task work via an approved [ATTACHMENT 18: WORK ORDER AUTHORIZATION FORM](#) ; the Contractor will use the same hourly labor rates per staff classification as identified in the Base Contract Term and pricing portion of the [EXHIBIT D: COST WORKBOOK](#).

The State limits the budget for unanticipated tasks not to exceed ten percent (10%) of the sum of the base contract (does not include the maintenance and operations portion of the contract) identified in the [EXHIBIT D: COST WORKBOOK](#).

If additional work must be done, the procedures outlined in this section will be followed.

It is understood and agreed by both parties to this Agreement that all the terms and conditions of this Agreement shall remain in force with the inclusion of any such WOA. Such WOA shall in no way constitute an Agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

Each WOA shall consist of a detailed statement of the scope, purpose, objective, and/or goals to be undertaken by the Contractor, including:

1. The job classification(s), or approximate skill level(s), and name of the staff to be assigned as available by the Contractor.
2. An identification of all significant material to be developed by the Contractor and delivered to the State.
3. An identification of all significant materials to be delivered by the State to the Contractor.
4. An estimated time schedule of the fulfillment of these services by the Contractor.
5. Completion criteria for the work to be done.
6. The Contractor's estimated work hours required to accomplish the scope, purpose, objective, and/or goals.
7. The Contractor's billing rates as identified in [EXHIBIT D: COST WORKBOOK](#), and the Contractor's estimated total cost on the WOA.

All must be in writing and signed by the Contractor and State prior to beginning work. The Contractor shall not begin work on a WOA until the authorized State staff has approved the WOA.

The State has the right to require the Contractor to stop or suspend work on any WOA with three (3) State business days' notification.

If, in the performance of the work, the Contractor determines that a WOA to be performed under this Contract cannot be accomplished within estimated work hours, the Contractor shall immediately notify the State in writing of the Contractor's estimate of additional work hours and cost which will be required to complete the WOA in full. Upon receipt of the notification, the State will:

1. Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the work.
2. Terminate the WOA; or
3. Alter the scope of the WOA in order to define tasks that can be accomplished within the remaining estimated work hours and cost.
4. Notify the Contractor in writing of its decision within seven (7) State business days after receipt of the notification.

Upon successful completion of the work to be performed for an approved WOA, the Contractor will submit [ATTACHMENT 19: WORK ORDER AUTHORIZATION ACCEPTANCE FORM](#), stating that the acceptance criteria of the WOA have been met and signed to indicate approval. The State will verify acceptance criteria and if approved, provide a signed [ATTACHMENT 19: WORK ORDER AUTHORIZATION ACCEPTANCE FORM](#) to the Contractor. The invoice to the State may accompany the acceptance document.

39. Budget Detail and Payment Provisions

For services satisfactorily rendered, and upon receipt and approval of the invoice(s), the state agrees to pay the Contractor for said services in accordance with the rates specified in [EXHIBIT D: COST WORKBOOK](#).

39.1. Payment Terms and Invoicing Requirements

Invoices shall be submitted in triplicate not more frequently than monthly in arrears to the address provided below and must include:

1. The Contractor name, address and phone number
2. The Contract Number «Agreement Number»

3. The Contractor's invoice number
4. The invoice date
5. Dates of services performed and/or deliverables completed
6. Personnel name, classification, rate per hour and hours worked

Any invoices submitted without the above referenced information may be returned to the Contractor for further re-processing.

Department of Cannabis Control

2920 Kilgore Road

Rancho Cordova, CA 95670

Jeff Alameida, Project Management and Administrative Office

Any invoices submitted without the above-referenced information may be returned to the Contractor for further processing.

FINAL BILLING

Invoices for services must be received by the state within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

PAYMENTS

Payment for services under this Agreement shall be made in accordance with the State of California's Prompt Payment Act (Government Code Section 927 et seq.).

SUBMISSION OF INVOICES

1. All Invoices must be submitted according to Invoicing and Payment described above.
2. For Payment Milestones, the Contractor may only invoice for actual deliverables in performing services for items accepted under the approved DED's. The State will reduce the invoice amount by 15% for the hold back and pay the remainder of the invoiced amount.
3. For SaaS License, the 15% holdback will not apply. The Contractor shall submit an invoice for the initial year only after System Acceptance, as defined in [SECTION 10. CONTRACTOR'S ROLES AND RESPONSIBILITIES](#). For subsequent years, the Contractor shall invoice the State annually for Software Licensing and Data Storage utilizing the Base Contract Total Annual Cost (identified in [EXHIBIT F: COST WORKBOOK](#)).
4. Contractor cannot submit an invoice more frequently than once a month.

39.2. Budget Contingency Clause

It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this contract does not appropriate sufficient funds for the program, this contract shall be of no further force and effect. In this event, the state shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this contract and the Contractor shall not be obligated to perform any provisions of this contract.

If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the state shall have the option to either cancel this contract with no liability occurring to the State, or offer a contract amendment to the Contractor to reflect the reduced amount.

39.3. Sales Tax

Sales Tax is not to be included in the cost workbook. If awarded, the contract Sales Tax, if applicable, should be added at the time of invoicing. The Sales Tax rate applied should be based on the rate of the area where the service is to be provided. See the California Department of Tax and Fee Administration Sales and Use Tax Regulation 1502 (f) (1) (D).

39.4. Payment Withhold

In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor for implementation services, an amount equal to fifteen percent (15%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the Contract Manager's determination that the Contractor has satisfactorily completed all of the required deliverables under the contract pursuant to [EXHIBIT A: STATEMENT OF WORK](#). The State's approval of the System Acceptance Letter deliverable upon completion of the "Acceptance Period" shall serve as confirmation of completion implementation services for the purpose of releasing the retained withhold amount.

39.5. COST LIMITATION

The total amount of this Agreement shall not exceed the amount specified in the Standard Agreement, and any amendments thereafter.

39.6. CONTRACTOR NAME CHANGE

An amendment is required to change the Contractor's name as listed in this Agreement. Upon receipt of legal documentation of the name change, Department of Cannabis Control will process the amendment.

Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

39.7. Payment Method

Upon receipt and approval of the invoice, the State shall compensate the Contractor for actual expenditures incurred in accordance with the rates specified in [EXHIBIT F: COST WORKBOOK](#).

39.8. Travel and Per Diem Expenses

There will be no travel or per diem costs reimbursed under this contract.

39.9. Final Billing

Invoices for services must be received by the state within 90 days following each state fiscal year, or 90 days following the end of the contract term, whichever comes first. The final invoice must include the statement "Final Billing."

40. General Provisions – Information Technology

The Contract awarded as a result of this solicitation shall automatically incorporate by reference the following: Information Technology General Provisions - **Cloud** (Revised 2/20/2025)

- <https://www.dgs.ca.gov/%7E/media/Divisions/PD/Acquisitions/Solicitation-Document-Attachments/IT-General-Provisions-Cloud-DGS-PD-402ITGP-Revised-02202025.pdf>

41. Glossary of Terms

Definitions, Acronyms, and Abbreviations

TERM/ACRONYM	DEFINITION
Agency/State entity	Includes every state office, officer, department, division, bureau, board, and commission, including Constitutional Officers. "State entity" does not include the University of California, California State University, the State Compensation Insurance Fund, the Legislature, or the Legislative Data Center in the Legislative Counsel Bureau.

Bidder	1. A supplier who submits, or has identified their intention to submit, a bid to the State in response to a solicitation. 2. An individual, sole proprietorship, firm, partnership, corporation, or any other business venture that responds to a solicitation.
Business Requirements	Higher-level statement of the goals, objectives, or needs of the Agency/state entity. Business requirements describe the reasons why a project has been initiated, the objective that the project will achieve, and the metrics that will be used to measure its success. Business requirements describe the needs of the Agency/state entity as a whole, not the groups or stakeholders within it.
Commercial Off-The-Shelf (COTS) Software	A computer hardware or software product that is ready-made for specific uses and available for sale to the general public. COTS products are designed to be installed without requiring custom development. For example, Microsoft Office is a COTS product that is a packaged software solution for businesses and individuals. The set of rules for COTS is defined by the Federal Acquisition Regulation (FAR).
Custom Solution	Typically, computer software developed for a specific customer to accommodate the customer's particular requirements, preferences, and expectations.
Final Proposal	A final offer made in response to a request to perform a contract for work/labor or to supply goods at a specified price. Also known as a Final Bid.
Functional Requirements	Functional requirements represent the business objectives, needs and outcomes of all

	stakeholders. They should be organized and presented in context of and with a baseline business process/workflow that they describe. They provide a description of what an enabling solution should provide and specifies essential details of a solution for stakeholders as a means to express and manage expectations. They describe actions and operations that the solution must be able to perform. They can describe services, reactions, and behaviors of the solution. They also describe information the solution will manage. The requirements should be expressed in business terms and should not include any technical references. The requirement should identify “what” is required to meet the business objective, not “how” the requirement will be implemented.
Immaterial Deviation	A deviation can be accepted by the State when it is determined to be of such a minor concern that it carries little or no importance, and by accepting it, it doesn’t provide the bidder with any material advantage over other bidders. Example: A bidder referenced the wrong page in their supporting technical literature. The bidder directed the evaluator to page 4 and the correct page should have been page 5.
Material Deviation	A deviation in the bid response that cannot be accepted by the State because it is not in substantial accord with the solicitation requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the delivery, quantity, or quality of items bid, amount paid to the Contractor, or on the cost to the State. Material

	deviations cannot be waived. Example: The solicitation required a system that would serve 500 users and the bidder only offered a system that would serve 250 users.
Modified Off-The-Shelf (MOTS) Software	Typically, a COTS product with source code made available to the purchaser to allow for modifications. The product may be customized by the purchaser, by a vendor, or by another party to meet the requirements of the customer. Since MOTS product specifications are written by external sources, purchasers may not have control of future changes to the product.
Non-Functional Requirements	Non-functional requirements provide criteria to evaluate the operation of an enabling solution and primarily represent qualities of (expectations and characteristics) and constraints on (e.g., governmental regulations) the solution. They capture conditions that do not directly relate to the behavior or functionality of the solution, but rather describe environmental conditions of an effective solution or productive qualities of the solution. Mid-level non-functional requirements also define quality of service requirements, such as those relating to required capacity, speed, security, privacy, availability, response time, throughput, usability, and the information architecture and presentation of the user interfaces.
Responsive Bidder	A bidder whose solicitation response is compliant with the solicitation requirements and indicates performance without material deviation from the terms and conditions of the proposed contract.

Responsible Bidder	A bidder who is fully capable of performing the contract. Considerations include a supplier deemed to satisfactorily demonstrate some or all of the following, pertinent to the specific transaction: 1. Adequate financial resources or the ability to obtain the resources required to perform the contract; 2. An adequate cost accounting system; 3. The capability to comply with the required or proposed delivery or performance schedule considering all existing commitments; 4. A satisfactory record of performance; 5. A satisfactory record of integrity; 6. Qualified and eligible to receive an award under all applicable laws and regulations; and/or 7. Necessary organization, experience, operational controls and technical skills (or the ability to obtain them).
Statement of Work (SOW)	A written description of work to be performed under a contract to satisfy the State's needs. It can include what is to be done, when, where, and how plus define the roles and responsibilities of the State and the contractor. Sometimes referred to as scope of work.
Solution Requirements	Describes the characteristics of a solution that will meet the business requirements. Solution requirements describe specific characteristics of the solution both in terms of functionality and quality of service. Solution requirements are sub-classified into functional requirements, non-functional requirements and project/transitional requirements.

Cannabis Testing Laboratory Office Definitions	
CAP	College of American Pathologists
CLIA	Clinical Laboratory Improvement Amendments
Correlation	Refers to system-configured logic that checks the consistency or logical relationship between multiple fields during data entry or result review. For example: If “Total THC” is reported as greater than 30%, but the “Moisture Content” is missing, the system can prompt a check or prevent result finalization until resolved.
Dual Entry	Refers to a data integrity safeguard where critical data fields—such as sample IDs, COA results, or instrument readings—are entered twice by two different users (or by the same user at two separate stages), and the system automatically compares both entries for consistency.
HL7	Health Level Seven, a set of international standards for transferring clinical and administrative data.
ISO	International Organization for Standardization
NCCLS	National Committee for Clinical Laboratory Standards (now CLSI: Clinical & Laboratory Standards Institute).
NELAC	National Environmental Laboratory Accreditation Conference.
NGS	Next-Generation Sequencing.
Patient	Referenced in some functional requirements and is not intended to refer to clinical diagnostic testing involving human patients. Reference is to cannabis samples and the solution will be used exclusively for cannabis compliance and quality testing,

	including analysis for microbial contamination, potency, residual solvents, heavy metals, pesticides, and similar parameters in cannabis and cannabis-derived products.
QC/QA	Quality Control/Quality Assurance.
SOP	Standard Operating Procedure
STEC	Shiga toxin-producing Escherichia coli.
Test Impression	Refers to a high-level interpretation or overall assessment based on multiple detailed analytical test results for a given sample.

ATTACHMENT 25: CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION

CUSTOMER REFERENCE FOR PRODUCTIVE USE REQUIREMENTS CERTIFICATION

The purpose of the customer reference requirement is to provide the State the ability to verify the claims made in the proposal by the Bidder.

In accordance with [SECTION 3.2.15.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#) Bidders must complete the Customer References for Productive Use Requirements Certification, below, providing a list of customers who presently have the bid equipment and/or software installed and operating. The list must include at least one (1) customer meeting the Productive Use Requirement. However, at least one customer reference must be included for each type of equipment/software proposed in the solicitation, and that is subject to the requirements, see detailed list in section [SECTION 3.2.15.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#)

The productive use requirements defined in [SECTION 3.2.15. PRODUCTIVE USE REQUIREMENTS](#) **do not apply** to any portion of the custom software developed for the State or to modifications to custom software that was developed for the State under this Contract prior to submittal and throughout Contract duration.

Add more rows in the table below if necessary.

Customer Name	Customer Contact Information	Customer Address	Customer Phone	Customer email Address	Software or Equipment Name	Meets requirement in 3.2.15.1 and in Table 3.2 Productive Use Timeframe
1.						Yes ☐ No ☐ Length of time: _____ Category_____

In addition, the State has the option to request from the Bidder or Bidder’s reference, supporting evidence of compliance to the customer in-use requirements as stated in [SECTION 3.2.15.2. CUSTOMER REFERENCES FOR PRODUCTIVE USE REQUIREMENTS \(M\)](#)

Reference the table below for the applicable productive use category's to list in the table above.

Productive Use Table 3.2

Category 1 - Critical Software Software that is required to control the overall operation of a computer system or peripheral equipment. Included in this category are operating systems, database management systems, language interpreters, assemblers and compilers, communications software, and other essential system software.	More than \$100,000	6 months
---	---------------------	----------

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i>
<i>Proposer/Bidder Firm Name (Printed)</i>		
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County and State of</i>	

EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS

The Bidder must complete [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) in accordance with the the instructions in [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) and must indicate agreement to each of the functional and non-functional requirements in the separately attached Excel Workbook file on Cal eProcure labeled as [EXHIBIT A: FUNCTIONAL AND NON-FUNCTIONAL REQUIREMENTS](#) as described in [SECTION 3.4. SOLUTION REQUIREMENTS](#) and subsections.

EXHIBIT B: WORKFLOW BUSINESS PROCESS

1. WORKFLOW BUSINESS PROCESS

Refer to the PDF on Cal eProcure labeled Exhibit B, WORKFLOW BUSINESS PROCESS

EXHIBIT C: DELIVERABLES AND MILESTONES TABLE

Bidder must indicate agreement to each of the deliverables listed in the table below and to all requirements as described in [SECTION 8. Solution Requirements](#) . By indicating “Yes,” the Bidder affirms that it understands the requirement and agrees to comply with the requirement. Answering “No” to any of the mandatory deliverables listed in the Final Proposal will result in the proposal being deemed non-responsive.

The Deliverables for this Agreement include:

Deliverables	Bidder Affirmation (Yes/No)
Deliverable #1 - Kickoff & Project Initiation	
Deliverable #2 - Business Analysis & Discovery	
Deliverable #3 - Technical Design Documentation & Build	
Deliverable #4 - Training & Testing	
Deliverable #5 - Maintenance and Operations, System Implementation & Acceptance	

EXHIBIT D: COST WORKBOOK

The cost workbook shall be completed in accordance with the instructions in [SECTION 4. COST](#) and [SECTION 5. PROPOSAL/BID FORMAT AND SUBMISSION REQUIREMENTS](#) .

Refer to the Excel Workbook file on Cal eProcure labeled Exhibit D, Cost Workbook for submission of your Cost Data.