

ATTACHMENT 24: APPENDIX A - STATEMENT OF WORK

1. Part 2 - Bidder Response



Department of Cannabis Control

C A L I F O R N I A

Request For Proposal RFP

2025-002 Addendum 5

PART 2 – BIDDER RESPONSE

FOR

LIMS 2.0

RFP release date: 05/18/2026

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.

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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

DELIV ERABL E ID #	DESCRIPTION	EXPECTE D DURATIO N	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	4 weeks	2.1 - Meeting Agenda 2.2 - Fit-Gap Summary Report

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	needs with the capabilities of the proposed 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 records from the past seven (7) years, as identified by the CTLO.	TBD based on Fit-Gap and revised schedule	3.1 - Technical Design Document

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	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 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		

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	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 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	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
	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		
	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	TBD based on Fit-Gap and revised schedule.	5.1 - M&O Plan and M&O Reports 5.2 - Go-Live Checklist

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	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, • 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,.		5.3 - System Acceptance Letter

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	- 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, - 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		

DELIVERABLE ID #	DESCRIPTION	EXPECTED DURATION	TASK/ DELIVERABLE
	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 LIMS 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 LIMSR 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

Deliverables
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 LIMSR 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 LIMSR 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. GENERAL 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: 1. Monthly Uptime % = (Maximum Available Minutes – Downtime) / Maximum Available Minutes X 100 <u>Definitions:</u>

TITLE	DESCRIPTION												
	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 schedules 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 1413 1559 1933"> <thead> <tr> <th data-bbox="454 1413 1006 1490">Availability of SLA</th><th data-bbox="1006 1413 1559 1490">LD AMOUNT</th></tr> </thead> <tbody> <tr> <td data-bbox="454 1490 1006 1579">>=99.9%</td><td data-bbox="1006 1490 1559 1579">None. Meeting to discuss.</td></tr> <tr> <td data-bbox="454 1579 1006 1667"><99.9% but >=99.5%</td><td data-bbox="1006 1579 1559 1667">3% credit</td></tr> <tr> <td data-bbox="454 1667 1006 1756"><99.5% but >=99.0%</td><td data-bbox="1006 1667 1559 1756">6% credit</td></tr> <tr> <td data-bbox="454 1756 1006 1844"><99.0% but >=95.0%</td><td data-bbox="1006 1756 1559 1844">10% credit</td></tr> <tr> <td data-bbox="454 1844 1006 1933"><95.0%</td><td data-bbox="1006 1844 1559 1933">20% 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	<95.0%	20% 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												
<95.0%	20% credit												

TITLE	DESCRIPTION
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	1. "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. 2. "Severity 2 Incident" means a Serious Event causing a significant 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	1. 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. 2. Severity 2 Incidents shall have an initial response time of 2 hours with

TITLE	DESCRIPTION															
	status update intervals every 4 hours until the event is resolved or severity of the event is lowered to 3 or 4. 3. Severity 3 Incidents shall have an initial response time of 1 business day. 4. 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.															
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></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
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												
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FAILURE TO MEET SLA	LD Amount (Severity 1)	LD Amount (Severity 2)	LD Amount (Severity 3)	LD Amount (Severity 4)																	
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, 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.																				

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> 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

TITLE	DESCRIPTION										
	• 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.										
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</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td><td>Meet to discuss</td></tr></table>	FAILURE TO MEET SLA	LD AMOUNT (Critical)	LD AMOUNT (High)	LD AMOUNT (Medium)	LD AMOUNT (Low)	First	Meet to discuss	Meet to discuss	Meet to discuss	Meet to discuss
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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. 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
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First Failure	6% credit												
Second Failure	10% credit												
Third Failure	20% credit												
Fourth Failure	30% credit												
Greater than four failures	40% credit												
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.												

TITLE	DESCRIPTION
	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	<table> <tr> <th>CATEGORY</th><th>RESOLUTION TIME FRAME CRITERIA</th></tr> <tr> <td>Data Breach Involving Personal Identifying Information</td><td>Not more than 1 hour from discovery.</td></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 Personal Identifying Information	Not more than 1 hour from discovery.	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 Personal Identifying Information	Not more than 1 hour from discovery.								
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.								

TITLE	DESCRIPTION												
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
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First Failure	6% credit												
Second Failure	10% credit												
Third Failure	20% credit												
Fourth Failure	30% credit												
Greater than four failures	40% credit												
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. 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.