Questions and Answers RFP 26-420-4200-00001 Seed-to-Sale, Traceability and Tracking Registry

*****please note the updated answers on #17 & #18**

1. **Q.** RFP Page 108, Appendix G, requirements CCD-7 and CCD-8 appear to be the same. Is this intentional, and should vendors respond to both? Or should one be removed?
   A. Yes, requirements CCD-7 and CCD-8 are identical. Vendors may provide a single response addressing both requirements. There is no need to submit duplicate responses.

2. **Q.** RFP Page 89, Section IV. Specifications, Deliverable #10 - Maintenance Operations, identifies a Maintenance and Operations (M&O) due date of "No later than 30 days after contract execution." Typically, M&O begins after go-live ("Roll-Out"), which is due no later than 210 days after contract execution. Should this requirement be updated for M&O to be due no later than 30 days after Roll-Out? If not, can the State clarify its expectations on what portions of M&O are due no later 30 days after contract execution?
   A. The M&O deliverable is due no later than 30 days after contract execution to ensure that the necessary environment, infrastructure, and maintenance framework are established early in the project. However, the full operational scope of M&O. including system uptime commitments, production support, and patching will commence no later than 30 days following system roll-out. The initial 30-day deliverable is for infrastructure setup and readiness, not full maintenance of a live production environment.

3. **Q.** The RFP includes several references for "patient registry." These appear in the following places: Page 38, Section IV. Specifications, Deliverable 10.1 Problem Support: Page 56, Appendix C, item W; Page 90, Exhibit A - Scope of Work, 10.1 Problem Support; and Page 114, Appendix G, CCD-46. Aside from the requirement for patient registry integration on Page 114, should these other references to patient registry be removed since this solicitation does not include a patient registry system?
   A. Page 38. The reference to “Patient Registry” on Page 38 is accurate. The contractor will be required to ensure that the seed-to-sale track and trace system appropriately communicates information from and to the Patient Registry, which may include responding to or facilitating inquiries from groups such as, but not limited to, licensees, patients, the Cannabis Control Division (CCD), and the Department of Health (DOH).
   A. Page 56. The reference to “Patient Registry” on Page 56 may be struck.
   A. Page 90. The reference to “Patient Registry” on Page 90 is accurate. The contractor will be required to ensure that the seed-to-sale track and trace system appropriately communicates information from and to the Patient Registry, which may include responding to or facilitating inquiries from groups such as, but not limited to, licensees, patients, the Cannabis Control Division (CCD), and the Department of Health (DOH).
   A. Page 114. The reference to "Patient Registry" on Page 114 is accurate.

4. **Q.** RFP Page 43, Section V. A. Evaluation Point Summary, Table 1. The 3rd line under B.1, "Resumes and Bios for Key Personnel," does not have any points assigned to it. Is this intentional, or is this requirement not scored?
   A. Please reference the below corrected Evaluation Point Summary, Table 1:

Evaluation Factors *(Correspond to Sections IV.B and IV.C)*		**Points Available**
B.	**Technical Specifications (## Total Points)**	700
B. 1.	Organizational Experience	250
	Corporate Experience	50
	Resumes and Bios of Key Personnel	75
	Number of Registry Systems Installed in Last Two Years and Percentage of Business Revenue Derived from Engagements	75
	Two Project Success and Two Project Failures	50
B. 2.	Organizational References	50
B. 3.	Mandatory Specification- APPENDIX G	Pass/Fail
B. 4.	Desirable Specification- APPENDIX H	150
B. 5.	Technology Specification- APPENDIX I	250
C.	**Business Specifications (## Total Points)**	300
C. 1.	Financial Stability	Pass/Fail
C. 2.	Letter Of Transmittal	Pass/Fail
C. 3.	Campaign Contribution Disclosure Form	Pass/Fail
C. 4.	Oral Presentations	0
C. 5.	Cost	300
	TOTAL POINTS AVAILABLE	**1,000**
C.6.	New Mexico / Native American Resident Preference	**80**
C.6.	New Mexico / Native American Resident Veteran Preference Points per Section IV C.7	**100**

5. **Q**. RFP Page 93, Appendix D. Cost Response Form has a line for Proposal Category. What category should bidders put on this line?
   A. Since there is only one category, responders are responding to put Seed-to-Sale, Traceability and Tracking Registry.

6. **Q.** Would the State please consider extending the proposal submission deadline to allow responders more time to prepare their submissions?
   A. RLD will not be extending the proposal deadline.

7. **Q**. How does the Department want offerors to response to the "Oral Presentation" section of the Technical Proposal? Our understanding is that this would just be an evaluation factor and that no response is needed. Please confirm.
   A. Oral Presentations are not required as part of the Technical Proposal. However, if the Agency determines that Oral Presentations are necessary, the Offeror will be notified in writing at a later date and provided with a set of questions to address during the presentation.

8. **Q.** How many point-of-sale systems will need to be integrated with?
   A. As of October 17, 2025, the Cannabis Control Division (CCD) has 721 active licensed retail premises. This figure may be higher or lower at the time of system integration due to the ongoing issuance of new retail licenses, renewals, the surrender of retail licenses and administrative actions.

   CCD currently has 19 pending new retail license applications.

   The exact number of individual licensed retail locations operating point-of-sale (POS) systems that will require integration is not knowable at this time. Licensees may adopt or change POS providers at their discretion, and the number of operational retail locations is subject to change over time. Accordingly, the selected vendor must be capable of integrating with all commonly used cannabis retail POS systems, including but not limited to Flowhub, BioTrack, Dutchie, Cova, Blaze, Treez, and Meadow, and must maintain the ability to accommodate additional POS providers as necessary to ensure seamless statewide integration. During the planning and development phase, the CCD may conduct a survey of its licensees to identify all POS providers in use at that time, to help inform the integration approach and ensure coverage of all relevant systems.

9. **Q.** Will the Procuring Agency consider phased delivery of functionality to meet the stated timeline without compromising critical compliance requirements?
   A. RLD will not consider a phased delivery of functionality that would delay the implementation of critical compliance or enforcement capabilities or otherwise compromise statutory or regulatory obligations. However, while the RLD strongly prefers a single phase delivery of the full system, it may consider limited phased delivery, only if the proposed phasing is structured by license type or activity (e.g., producers, retailers, manufacturers) and ensures that all compliance functions for each phased group are fully operational upon deployment of that phase.

   Any phased implementation proposals shall include a clearly defined scope for each phase, firm delivery milestones, and shall ensure that full system functionality is achieved within **180 days** of contract execution. The burden shall be on the vendor to demonstrate that any proposed phased delivery approach will not disrupt regulatory oversight or compromise CCD's compliance and enforcement priorities, and that such an approach will facilitate a more structured and manageable implementation process for licensees, thereby promoting regulatory alignment and operational continuity across the industry.

10. **Q.** Given the aggressive schedule between proposal evaluation and contract award, is there flexibility to adjust milestone dates if technical complexity requires additional time?
A. No. The RLD will not adjust milestone dates based on technical complexity as a matter of course. The procurement and implementation schedule has been structured to meet statutory and operational deadlines, and adherence to the established milestones is mandatory.

    However, the RLD may, at its sole discretion, consider limited milestone adjustments in exceptional circumstances. Any approved adjustment shall not exceed fifteen (15) calendar days per milestone and shall be limited to no more than two (2) adjustments in total over the life of the contract. Vendors must provide written notice to the RLD no fewer than fifteen (15) calendar days in advance of the affected milestone and must submit sufficient documentation demonstrating good cause for the requested adjustment. All milestone adjustments shall require prior written approval by the RLD. Failure to meet established or adjusted milestones may result in the imposition of contractual remedies, including but not limited to liquidated damages, the withholding of payments, or other recourse as set forth in the contract. Vendors are expected to anticipate and plan for technical complexity within their proposed implementation timelines and resource allocations. The RLD's priority is to ensure the timely and complete delivery of the system without interruption to regulatory oversight or compliance functions.

11. **Q.** For UAT, will the Agency allow staged testing of features, or must all features be tested in one cycle?
A. Yes. The RLD will allow staged testing of features during the early phases of User Acceptance Testing (UAT), provided that the testing plan is structured, comprehensive, and aligned with the overall implementation schedule.

    However, a significant portion of UAT must involve integrated testing of all core system features together to ensure full functionality, interoperability, and regulatory compliance prior to go-live. Staged testing may be used to validate individual modules or license-type specific functionality, but final acceptance will require successful completion of comprehensive end-to-end testing. All testing activities must occur within the UAT window established in the approved project timeline, and vendors are responsible for coordinating staged and integrated testing cycles to avoid any delay to subsequent milestones.

12. **Q.** Is there flexibility to deploy initial phase functionality to production ahead of full deliverable completion to meet statutory deadlines?
A. Yes. The RLD may, at its sole discretion, allow limited deployment of initial phase functionality to production prior to full deliverable completion if such deployment is necessary to meet statutory deadlines and does not compromise regulatory compliance, enforcement capabilities, or data integrity.

    Any phased production deployment must:
    Fully support all statutory and regulatory requirements applicable to the functionality

being deployed, Ensure continuity of regulatory oversight, Include a clear and detailed deployment plan, and Align with the approved implementation schedule.

Final acceptance of the system shall not occur until all contractual deliverables have been completed and deployed to production. The burden shall be on the vendor to demonstrate that any proposed phased deployment will meet all compliance obligations and will not delay delivery of the full system

13. **Q.** Given the aggressive timeline, can prioritization be provided by the Agency pertaining to integrations between systems?
A. No. All integrations between systems are considered essential to full system functionality and regulatory compliance. It is the vendor's responsibility to allocate resources and structure the development schedule to meet all integration requirements without reliance on agency-driven prioritization.

14. **Q**. Please confirm whether any pre-existing vendor IP integrated into the solution will remain vendor-owned, and clarify licensing terms for such IP.
A. Yes. The RLD acknowledges that any pre-existing vendor intellectual property (IP) integrated into the solution shall remain the property of the vendor. However, as a condition of integration, the vendor shall grant to the RLD a perpetual, irrevocable, non-exclusive, royalty-free license to use, operate, maintain, and modify such IP to the extent necessary to support the operation of the system.

The vendor shall ensure that the licensing terms provide the RLD with full and uninterrupted use of the solution for the life of the system, including the ability to operate the system independently or through a third party if required. No ownership of pre-existing vendor IP will transfer to the RLD; however, all custom code, configurations, and work products developed under the contract shall be owned exclusively by the State of New Mexico. All licensing terms are subject to review and approval by the RLD and must comply with applicable state procurement and intellectual property laws.

15. **Q.** Are there existing APIs or data exchange protocols for the Cannabis Patient Registry, Licensing System, and POS integrations, or will vendors be expected to develop them from scratch?
A. No. The RLD does not currently maintain standardized APIs or data exchange protocols for the Cannabis Patient Registry, Licensing System, or POS integrations that would fully support the scope of this project.

Accordingly, the vendor will be expected to design, develop, and implement all required APIs and data exchange mechanisms necessary to enable secure, real-time integration with these systems. All integrations must comply with applicable state security, privacy, and data governance requirements. All APIs and related integration components developed under this contract shall be fully documented and shall become the property of the State of New Mexico, with perpetual rights for the RLD to use, maintain, and modify them.

16. **Q.** How many staff users will need access to the system?
    A. 30-50

17. **Q**. Regarding data migration, will the current vendor (Biotrack) provide an API to the new vendor, at no cost, to extract all data, including inventory data, relevant licensee details, etc., and be on hand to support data transition?
    A. RLD does not currently maintain standardized APIs or data exchange protocols for the Cannabis Patient Registry, Licensing System, or POS integrations that would fully support the scope of this project.

    Updated Answer. BioTrack will not provide an API to support data migration to the selected vendor. Instead, BioTrack has indicated it can provide a logical database backup file, along with a database dictionary, which would allow a new vendor to restore the data to any modern database engine and recreate the data schema. The selected vendor will need to provide BioTrack with a secure location to upload the backup. The selected vendor can then download it from that location. A hash will be provided to the selected vendor to verify the integrity of the upload and download. The selected vendor will still be responsible for designing and implementing any new APIs or integration components required to support ongoing data exchange with other systems. All integrations must comply with applicable state security, privacy, and data governance requirements, and any integration components developed under the new contract will become the property of the State of New Mexico.

18. **Q**. Are there any details in terms of the current agreement with Biotrack related to migrating data to a potential new traceability provider?
    Updated Answer. BioTrack has indicated it can provide a logical database backup and schema dictionary as the method for transferring data to a new provider, rather than through an API.