

**STATE OF NEW MEXICO
REGULATION AND LICENSING DEPARTMENT**

REQUEST FOR PROPOSALS (RFP)

Seed-to-Sale, Traceability and Tracking Registry



RFP 26-420-4200-00001

RFP Release Date: October 7, 2025

Proposal Due Date: November 7, 2025

ELECTRONIC-ONLY PROPOSAL SUBMISSION

Table of Contents

I. INTRODUCTION	4
A. PURPOSE OF THIS REQUEST FOR PROPOSALS.....	4
B. BACKGROUND INFORMATION.....	5
C. SCOPE OF PROCUREMENT	5
D. PROCUREMENT MANAGER.....	5
E. PROPOSAL SUBMISSION	6
F. DEFINITION OF TERMINOLOGY	6
G. PROCUREMENT LIBRARY	10
II. CONDITIONS GOVERNING THE PROCUREMENT.....	11
A. SEQUENCE OF EVENTS	11
B. EXPLANATION OF EVENTS.....	11
1. <i>Issue RFP</i>	11
2. <i>Acknowledgement of Receipt Form</i>	11
3. <i>Pre-Proposal Conference</i>	12
4. <i>Deadline to Submit Written Questions</i>	12
5. <i>Response to Written Questions</i>	12
6. <i>Submission of Proposal</i>	13
7. <i>Proposal Evaluation</i>	13
8. <i>Selection of Finalists</i>	13
9. <i>Oral Presentations</i>	14
10. <i>Best and Final Offers</i>	14
11. <i>Finalize Contractual Agreements</i>	14
12. <i>Contract Awards</i>	14
13. <i>Protest Deadline</i>	14
C. GENERAL REQUIREMENTS	15
1. <i>Acceptance of Conditions Governing the Procurement</i>	15
2. <i>Incurring Cost</i>	15
3. <i>Prime Contractor Responsibility</i>	15
4. <i>Subcontractors/Consent</i>	15
5. <i>Amended Proposals</i>	15
6. <i>Offeror's Rights to Withdraw Proposal</i>	15
7. <i>Proposal Offer Firm</i>	16
8. <i>Disclosure of Proposal Contents</i>	16
9. <i>No Obligation</i>	16
10. <i>Termination</i>	16
11. <i>Sufficient Appropriation</i>	16
12. <i>Legal Review</i>	17
13. <i>Governing Law</i>	17
14. <i>Basis for Proposal</i>	17
15. <i>Contract Terms and Conditions</i>	17
16. <i>Offeror's Terms and Conditions</i>	18
17. <i>Contract Deviations</i>	18
18. <i>Offeror Qualifications</i>	18
19. <i>Right to Waive Minor Irregularities</i>	18
20. <i>Change in Contractor Representatives</i>	18
21. <i>Notice of Penalties</i>	18
22. <i>Agency Rights</i>	18
23. <i>Right to Publish</i>	18

24.	Ownership of Proposals	19
25.	Confidentiality.....	19
26.	Electronic mail address required.....	19
27.	Use of Electronic Versions of this RFP.....	19
29.	Campaign Contribution Disclosure Form	20
30.	Letter of Transmittal	20
31.	Disclosure Regarding Responsibility.....	21
32.	New Mexico/Native American Resident Preferences.....	22
III. RESPONSE FORMAT AND ORGANIZATION.....		23
A.	NUMBER OF RESPONSES	23
B.	ELECTRONIC SUBMISSION	23
C.	PROPOSAL CONTENT AND ORGANIZATION	24
IV. SPECIFICATIONS		25
A.	DETAILED SCOPE OF WORK.....	25
B.	TECHNICAL SPECIFICATIONS.....	39
1.	Organizational Experience	39
2.	Organizational References.....	40
3.	Mandatory Specification.....	40
4.	Desirable Specification.....	41
C.	BUSINESS SPECIFICATIONS	41
1.	Financial Stability.....	41
2.	Letter of Transmittal Form.....	41
3.	Campaign Contribution Disclosure Form	42
4.	Oral Presentation.....	42
5.	Cost.....	42
6.	New Mexico/Native American Resident Preferences.....	42
V. EVALUATION		43
A.	EVALUATION POINT SUMMARY.....	43
B.	EVALUATION FACTORS	43
1.	B.1 Organizational Experience (See Table 1)	43
2.	B.2 Organizational References (See Table 1)	44
3.	B.3 Mandatory Specifications	44
4.	B.4 Desirable Specifications	44
5.	B.5 Technology Specifications (See Table 1: Evaluation Point Summary).....	44
6.	C.1 Financial Stability (See Table 1)	44
7.	C.2 Letter of Transmittal (See Table 1).....	44
8.	C.3 Campaign Contribution Disclosure Form (See Table 1).....	45
9.	C.4 Oral Presentation (See Table 1)	45
10.	C.5 Cost (See Table 1).....	45
11.	C.6. New Mexico/Native American Resident Preferences.....	45
C.	EVALUATION PROCESS	45
APPENDIX A		47
ACKNOWLEDGEMENT OF RECEIPT FORM.....		47
APPENDIX B		49
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		49
APPENDIX B		50
CAMPAIGN CONTRIBUTION DISCLOSURE FORM		50

APPENDIX C	53
DRAFT CONTRACT	53
APPENDIX D	92
COST RESPONSE FORM.....	92
APPENDIX D	93
COST RESPONSE FORM.....	93
APPENDIX E.....	95
LETTER OF TRANSMITTAL FORM.....	95
APPENDIX F.....	97
ORGANIZATIONAL REFERENCE QUESTIONNAIRE.....	97
APPENDIX G	101
MANDATORY SPECIFICATION	101
APPENDIX G	102
MANDATORY SPECIFICATION	102
APPENDIX H	117
DESIRABLE SPECIFICATION	117
APPENDIX H	118
DESIRABLE SPECIFICATION	118
APPENDIX I	119
TECHNOLOGY SPECIFICATION.....	119
APPENDIX I	120
TECHNOLOGY SPECIFICATION.....	120

I. INTRODUCTION

A. PURPOSE OF THIS REQUEST FOR PROPOSALS

The purpose of the Request for Proposal (RFP) is to solicit sealed proposals to establish a contract through competitive negotiations for the procurement of and continued use of an information technology software solution that provides Cannabis Seed-to-Sale, Traceability and Tracking Registry with a point-of-sale capability.

The resulting system will replace, or upgrade the existing system, BioTrack Cannabis Seed-to-Sale, Traceability and Tracking Registry, that is currently being used and maintained by the Regulation and Licensing Department's (RLD) Cannabis Control Division (CCD).

B. BACKGROUND INFORMATION

In 2021, the Cannabis Control Division at the Regulation and Licensing Department was created under the Cannabis Regulation Act (CRA). The CRA allows for the licensing and compliance of licensees in the cannabis industry in the State of New Mexico.

The Cannabis Control Division's objective is to ensure the safe production, distribution and dispensing of adult use and medical cannabis. This is achieved by tracking all legal cannabis and cannabis products from seed through the production lifecycle. Licensees are required to enter information into BioTrack Cannabis Seed-to-Sale, Traceability and Tracking Registry system to allow monitoring of cultivation, harvest, Quality Assurance (QA) testing, transportation, inventory and dispensing of cannabis derived products.

Licensees such as testing laboratories enter test results into BioTrack Cannabis Seed-to-Sale, Traceability and Tracing Registry system, where the status designates whether the product can move to the next phase in the lifecycle. Manifests are generated to track the movement of cannabis derived products between Licensees. Some Licensees have also chosen to use the integrated Point of Sale (POS) functionality to track sales.

C. SCOPE OF PROCUREMENT

The scope of this procurement includes the services and functionality outlined in Section IV: Specifications.

The RFP will result in a single award.

This procurement will result in a contractual agreement between two parties; the procurement may ONLY be used by those two parties exclusively. The initial term of the contract resulting from this procurement shall be for one year from the date of the contract execution. If the agency chooses to extend any contract beyond one year, the agency will notify the vendors, and an amendment will be processed if both parties agree. In no event shall the term of the resulting contract terms go longer than four years total.

D. PROCUREMENT MANAGER

The Regulation and Licensing Department (RLD) has assigned a Procurement Manager who is responsible for the conduct of this procurement whose name, telephone number and e-mail address are listed below:

Name: Toni Lowery, Procurement Manager
Telephone: (505) 382-2417
Email: toni.lowery@rld.nm.gov

1. **Any inquiries or requests** regarding this procurement must be submitted, in writing, to the Procurement Manager. Offerors may contact **ONLY** the Procurement Manager regarding this

procurement. Other state employees or Evaluation Committee members do not have the authority to respond on behalf of RLD.

2. **Protests of the solicitation or award must be submitted in writing to the Protest Manager identified in Section II.B.13.** As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, **ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals.** Protests submitted or delivered to the Procurement Manager will **NOT** be considered properly submitted.

E. PROPOSAL SUBMISSION

Submissions of all proposals must be accomplished via electronic submission to the Procurement Manager's email address.

F. DEFINITION OF TERMINOLOGY

This section contains definitions of terms used throughout this procurement document, including appropriate abbreviations:

1. **“Agency”** means the State Purchasing Division of the General Services Department or that State Agency sponsoring this Procurement.
2. **“Award”** means the final execution of the contract document.
3. **“Business Hours”** means weekdays (Monday – Friday) 8:00 AM thru 5:00 PM MST/MDT, whichever is in effect on the date given.
4. **“Cannabis Control Division”** or **“CCD”** means the administrative body of the New Mexico Regulation and Licensing Department charged with the licensing of cannabis businesses and cannabis entities and enforcement of program regulations.
5. **“Close of Business”** means weekdays (Monday – Friday) 5:00 PM MST/MDT, whichever is in effect on the date given.
6. **“Commercial-Off-the-Shelf”** or **“COTS”** means ready-made software products that are commercially available for purchase and can be used without any major modifications or customizations.
7. **“Confidential”** means confidential financial information concerning Offeror's organization and data that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act §§57-3-A-1 through 57-3A-7 NMSA 1978. See also NMAC 1.4.1.45. The following items may **not** be labelled as confidential: Offeror's submitted Cost response, Staff/Personnel Resumes/Bios (excluding personal information such as personal telephone numbers and/or

home addresses), and other submitted data that is **not** confidential financial information or that qualifies under the Uniform Trade Secrets Act.

8. **“Contract”** means any agreement for the procurement of items of tangible personal property, services or construction.
9. **“Contractor”** means any business having a contract with a state agency or local public body.
10. **“Courier”** means a person or entity that is licensed to transport useable cannabis within the state of New Mexico.
11. **“Determination”** means the written documentation of a decision of a procurement officer including findings of fact required to support a decision. A determination becomes part of the procurement file to which it pertains.
12. **“Desirable”** – the terms “may,” “can,” “should,” “preferably,” or “prefers” to identify a desirable or discretionary item or factor.
13. **“DoIT”** means the Department of Information Technology.
14. **“Electronic Submission”** means a successful submittal of Offeror’s proposal to the Procurement Manager’s email address.
15. **“Electronic Version/Copy”** means a digital format consisting of text, images or both, readable on computers or other electronic devices, which includes all content that the original document contains. The electronic version/copy CANNOT be emailed.
16. **“Evaluation Committee”** means a body appointed to perform the evaluation of Offerors’ proposals.
17. **“Evaluation Committee Report”** means a report prepared by the Procurement Manager and the Evaluation Committee to support the Committee’s recommendation for contract award. It will contain scores and written evaluations of all responsive Offeror proposals.
18. **“Final Award”** means, in the context of this Request for Proposals and all its attendant documents, that point at which the final required signature on the contract(s) resulting from the procurement has been affixed to the contract(s) thus making it fully executed.
19. **“Finalist”** means an Offeror who meets all the mandatory specifications of this Request for Proposals and whose score on evaluation factors is sufficiently high to merit further consideration by the Evaluation Committee, as explained in Section II.B.8.
20. **“Hourly Rate”** means the proposed fully loaded maximum hourly rates that include travel, per diem, fringe benefits and any overhead costs for contractor personnel, as well as subcontractor personnel if appropriate.

21. **"IT"** means Information Technology.
22. **"Mandatory"** – the terms "must," "shall," "will," "is required," or "are required," identify a mandatory item or factor. Failure to meet a mandatory item or factor may result in the rejection of the Offeror's proposal.
23. **"Minor Irregularities"** means anything in the proposal that does not affect the price, quality and/or quantity, or any other mandatory requirement.
24. **"NMMVD"** means the New Mexico Motor Vehicle Division.
25. **"Offeror"** is any person, corporation, or partnership who chooses to submit a proposal.
26. **"Price Agreement"** means a definite quantity contract or indefinite quantity contract which requires the contractor to furnish items of tangible personal property, services or construction to a state agency or a local public body which issues a purchase order, if the purchase order is within the quantity limitations of the contract, if any.
27. **"Procurement Manager"** means any person or designee authorized by a state agency or local public body with the responsibility, authority, and resources to conduct the RFP procurement, make written determinations regarding the RFP procurement, and/or enter into or administer contracts as a result of the RFP procurement.
28. **"Procuring Agency"** means all State of New Mexico agencies, commissions, institutions, political subdivisions and local public bodies allowed by law to procure items of tangible personal property, services or construction from the agreement(s) awarded as a result of this RFP.
29. **"Project"** means a temporary process undertaken to solve a well-defined goal or objective with clearly defined start and end times, a set of clearly defined tasks, and a budget. The project terminates once the project scope is achieved and project acceptance is given by the project executive sponsor.
30. **"Redacted"** means a version/copy of the Offeror's proposal with the information considered proprietary or confidential (as defined by §§57-3A-1 to 57-3A-7 NMSA 1978 and NMAC 1.4.1.45 and summarized herein and outlined in Section II.C.8 of this RFP) blacked-out BUT NOT omitted or removed.
31. **"Request for Proposals (RFP)"** means all documents, including those attached or incorporated by reference, used for soliciting proposals.
32. **"Responsible Offeror"** means an Offeror who submits a responsive proposal and who has furnished, when required, information and data to prove that his financial resources, production or service facilities, personnel, service reputation and experience are adequate to make satisfactory delivery of the services, or items of tangible personal property described in the proposal.

33. **“Responsive Offer”** or means an offer which conforms in all material respects to the requirements set forth in the request for proposals. Material respects of a request for proposals include, but are not limited to price, quality, quantity or delivery requirements.
34. **“SaaS”** means Software as a Service.
35. **“Sealed”** means, in terms of electronic submission, an Offeror’s proposal and all accompanying documents has been completely and successfully uploaded into SPD’s eProNM system prior to the submission deadline stated in the RFP.
36. **“Single Source Award”** means an award of contract for items of tangible personal property, services or construction to only one Offeror.
37. **“SPD”** means State Purchasing Division of the New Mexico State General Services Department.
38. **“Staff”** means any individual who is a full-time, part-time, or an independently contracted employee with the Offerors’ company.
39. **“State (the State)”** means the State of New Mexico.
40. **“State Agency”** means any department, commission, council, board, committee, institution, legislative body, agency, government corporation, educational institution or official of the executive, legislative or judicial branch of the government of this state. “State agency” includes the Purchasing Division of the General Services Department and the State Purchasing Agent but does not include local public bodies.
41. **“State Purchasing Agent”** means the Director of the Purchasing Division of the General Services Department.
42. **“Statement of Concurrence”** means an affirmative statement from the Offeror indicating its response to a required Section IV specification agreeing to comply and concur with the stated requirement(s). This statement shall be included in Offerors proposal, pursuant to Section III.C.1. (E.g. “We concur,” “Understands and Complies,” “Comply,” “Will Comply if Applicable,” etc.)
43. **“Unredacted”** means a version/copy of the proposal containing all complete information; including any that the Offeror would otherwise consider confidential, such copy for use only for the purposes of evaluation.
44. **“Written”** means typed in standard 8 ½ x 11-inch document format, by common electronic means (such as Microsoft Word, Adobe PDF, etc.). A larger size document is permissible for charts, spreadsheets, etc.

G. PROCUREMENT LIBRARY

A procurement library has been established. Offerors are encouraged to review the material contained in the Procurement Library by selecting the link provided in this document through your own internet connection. The library contains information listed below:

RFP, Questions & Answers, RFP Amendments, etc.

Procurement - NM RLD

<https://www.generalservices.state.nm.us/state-purchasing/active-itbs-and-rfps/active-procurements/>

Other relevant links:

<https://www.rld.nm.gov/cannabis/>

II. CONDITIONS GOVERNING THE PROCUREMENT

This section of the RFP contains the schedule of events, the descriptions of each event, and the conditions governing this procurement.

A. SEQUENCE OF EVENTS

The Procurement Manager will make every effort to adhere to the following schedule:

Action	Responsible Party	Due Dates
1. Issue RFP	RLD	October 7, 2025
2. Acknowledgement of Receipt Form	Potential Offerors	October 14, 2025
3. Pre-Proposal Conference	Agency	October 14, 2025
4. Deadline to submit Written Questions	Potential Offerors	October 16, 2025
5. Response to Written Questions	Procurement Manager	October 21, 2025
6. <i>Submission of Proposal</i>	<i>Potential Offerors</i>	<i>November 7, 2025</i>
7.* Proposal Evaluation	Evaluation Committee	November 8-17, 2025
8.* Selection of Finalists	Evaluation Committee	November 18, 2025
9.* Oral Presentation(s)	Finalist Offerors	<i>If applicable- TBD</i>
10.* Best and Final Offers	Finalist Offerors	<i>If applicable- TBD</i>
11.* Finalize Contractual Agreements	Agency/Finalist Offerors	November 24-28, 2025
12.* Contract Awards	Agency/ Finalist Offerors	December 1, 2025
13.* Protest Deadline	RLD	+15 days

* Dates indicated in Events 7 through 13 are estimates only and may be subject to change without necessitating an amendment to the RFP.

B. EXPLANATION OF EVENTS

The following paragraphs describe the activities listed in the Sequence of Events shown in Section II.A., above.

1. Issue RFP

This RFP is being issued on behalf of the State of New Mexico Regulation and Licensing Department on the date indicated in Section II.A, Sequence of Events.

2. Acknowledgement of Receipt Form

Potential Offerors may e-mail the Acknowledgement of Receipt Form (APPENDIX A), to the RLD Procurement Manager, Toni Lowery toni.lowery@rld.nm.gov , to have their organization

placed on the procurement Distribution List. The form must be returned to the Procurement Manager by 5:00 PM MST/ MDT on the date indicated in Section II.A, Sequence of Events.

The procurement distribution list will be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

3. Pre-Proposal Conference

A pre-proposal conference will be held as indicated in Section II.A, Sequence of Events, beginning at 2pm MST/MDT on October 14, 2025 via https://teams.microsoft.com/l/meetup-join/19%3ameeting_YzQ2YWFlMmQtYmUwNS00MjdILTIYjUtNTBkOWU3OTRhZWU2%40thread.v2/0?context=%7b%22id%22%3a%2204aa6bf4-d436-426f-bfa4-04b7a70e60ff%22%2c%22oid%22%3a%22789eb158-f071-405c-8454-e3f059bff364%22%7d

Potential Offeror(s) are encouraged to submit written questions in advance of the conference to the Procurement Manager (see Section I.D). The identity of the organization submitting the question(s) will not be revealed. Additional written questions may be submitted at the conference. All questions answered during the Pre-Proposal Conference will be considered **unofficial** until they are posted in writing. All written questions will be addressed in writing on the date listed in Section II.A, Sequence of Events. A public log will be kept of the names of potential Offeror(s) that attended the pre-proposal conference.

Attendance at the pre-proposal conference is highly recommended, but not a prerequisite for submission of a proposal.

4. Deadline to Submit Written Questions

Potential Offerors may submit written questions to the Procurement Manager as to the intent or clarity of this RFP until 5:00 PM MST/MDT as indicated in Section II.A, Sequence of Events. All written questions must be addressed to the Procurement Manager as declared in Section I.D. Questions should be clearly labeled and shall cite the Section(s) in the RFP or other document which form the basis of the question.

5. Response to Written Questions

Written responses to the written questions will be provided via e-mail, on or before the date indicated in Section II.A, Sequence of Events, to all potential Offerors who timely submitted an Acknowledgement of Receipt Form (Section II.B.2 and APPENDIX A).

The Questions and Answers will be posted to: <https://www.rld.nm.gov/about-us/public-information-hub/procurement/>

6. Submission of Proposal

Only **electronic** proposal submission is allowed. **Do not** submit hard copies until further notice.

ALL PROPOSALS MUST BE RECEIVED BY THE PROCUREMENT MANAGER OR DESIGNEE NO LATER THAN **5:00 PM MST/MDT ON THE DATE INDICATED IN SECTION II.A, SEQUENCE OF EVENTS. NO LATE PROPOSAL CAN BE ACCEPTED.** The date and time of receipt will be recorded on each proposal.

It is the Offeror's responsibility to ensure all documents are completely uploaded and submitted electronically by the deadline set forth in this RFP. Please ensure that you, as the Offeror, allow adequate time for large uploads and to fully complete your submittal by the deadline. A submission that is not both: (1) fully complete; and (2) received, by the deadline, will be deemed late. Further, a submission that is not fully complete and received by the deadline because the response was captured, blocked, filtered, quarantined, or otherwise prevented from reaching the proper destination server by any anti-virus or other security software will be deemed late. In accordance with statutes and rule, **NO LATE PROPOSAL CAN BE ACCEPTED.**

Proposals must be submitted electronically. Refer to Section III.B. for instructions. Proposals submitted by facsimile, or other electronic means other than through the instructions listed in this section, will not be accepted.

A log will be kept of the names of all Offeror organizations that submitted proposals. Pursuant to §13-1-116 NMSA 1978, the contents of proposals shall not be disclosed to competing potential Offerors during the negotiation process. The negotiation process is deemed to be in effect until the contract is awarded pursuant to this Request for Proposals. Awarded in this context means the final required state agency signature on the contract(s) resulting from the procurement has been obtained.

7. Proposal Evaluation

An Evaluation Committee will perform the evaluation of proposals. This process will take place as indicated in Section II.A, Sequence of Events, depending upon the number of proposals received. During this time, the Procurement Manager may initiate discussions with Offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions **SHALL NOT** be initiated by the Offerors.

8. Selection of Finalists

The Evaluation Committee will select and the Procurement Manager will notify the finalist Offerors as per schedule Section II.A, Sequence of Events or as soon as possible thereafter. A schedule for Oral Presentation, if any, will be determined at this time. Finalists will be comprised of up to three (3) Offerors receiving the highest cumulative scores in the following

sections; Section IV.B.1 Organizational Experience, Section IV.B.2 Organizational References, Section IV.B.3 Mandatory Specifications, Section IV.B.4 Desirable Specification and Section IV.B.5 Technology Specification.

9. Oral Presentations

Finalist Offerors, as selected per Section II.B.8 above, may be required to conduct an oral presentation at a venue to be determined as per schedule Section II.A., Sequence of Events, or as soon as possible thereafter. If Oral Presentations are held, Finalist Offerors may be required to make their presentations through electronic means (Microsoft Teams, Zoom, etc.). The Agency will provide Finalist Offerors with an agenda and applicable details (such as, scheduled presentation date and time, time limits, etc.); including an invitation to the event. Whether or not Oral Presentations will be held is at the sole discretion of the Evaluation Committee.

10. Best and Final Offers

Finalist Offerors may be asked to submit revisions to their proposals for the purpose of obtaining best and final offers by as per schedule Section II. A., Sequence of Events or as soon as possible. Best and final offers may also be clarified and amended at finalist Offeror's oral presentation.

11. Finalize Contractual Agreements

After approval of the Evaluation Committee Report, any contractual agreement(s) resulting from this RFP will be finalized with the most advantageous Offeror(s), taking into consideration the evaluation factors set forth in this RFP, as per Section II.A., Sequence of Events, or as soon as possible thereafter. The most advantageous proposal may or may not have received the most points. In the event mutually agreeable terms cannot be reached with the apparent most advantageous Offeror in the timeframe specified, the State reserves the right to finalize a contractual agreement with the next most advantageous Offeror(s) without undertaking a new procurement process.

12. Contract Awards

The award is subject to appropriate Department and State approval. Upon receipt of the signed contractual agreement, the Agency Procurement office will award as per Section II.A., Sequence of Events, or as soon as possible thereafter.

13. Protest Deadline

Any protest by an Offeror must be timely submitted and in conformance with §13-1-172 NMSA 1978 and applicable procurement regulations. As a Protest Manager has been named in this Request for Proposals, pursuant to §13-1-172 NMSA 1978 and 1.4.1.82 NMAC, ONLY protests delivered directly to the Protest Manager in writing and in a timely fashion will be considered to have been submitted properly and in accordance with statute, rule and this Request for Proposals. The 15 calendar day protest period shall begin on the day following the notice of award of contract(s) and will end at 5:00 pm MST/MDT on the 15th day. Protests must be written and must include the name and address of the protestor and the request for proposal number. It must also contain a statement of the grounds for protest including

appropriate supporting exhibits and it must specify the ruling requested from the party listed below. The protest must be directed to:

Protest Manager: Kevin A Graham, Chief General Counsel
Address: 2550 Cerrillos Rd, Santa Fe, NM 87505
Email: kevin.graham@rld.nm.gov

PROTESTS RECEIVED AFTER THE DEADLINE WILL NOT BE ACCEPTED.

C. GENERAL REQUIREMENTS

1. Acceptance of Conditions Governing the Procurement

Offerors must indicate their acceptance to be bound by the Conditions Governing the Procurement, Section II.C, and Evaluation, Section V, by completing and signing the Letter of Transmittal form, pursuant to the requirements in Section II.C.30, located in APPENDIX E.

2. Incurring Cost

Any cost incurred by the potential Offeror in preparation, transmittal, and/or presentation of any proposal or material submitted in response to this RFP shall be borne solely by the Offeror. Any cost incurred by the Offeror for set up and demonstration of the proposed equipment and/or system shall be borne solely by the Offeror.

3. Prime Contractor Responsibility

Any contractual agreement that may result from this RFP shall specify that the prime contractor is solely responsible for fulfillment of all requirements of the contractual agreement with a State Agency which may derive from this RFP. The State Agency entering into a contractual agreement with a vendor will make payments to only the prime contractor.

4. Subcontractors/Consent

The use of subcontractors is allowed. The prime contractor shall be wholly responsible for the entire performance of the contractual agreement whether or not subcontractors are used. Additionally, the prime contractor must receive approval, in writing, from the agency awarding any resultant contract, before any subcontractor is used during the term of this agreement.

5. Amended Proposals

An Offeror may submit an amended proposal before the proposal due date. Such amended proposals must be complete replacements for a previously submitted proposal and must be clearly identified as such in the transmittal letter. **Agency personnel will not merge, collate, or assemble proposal materials.**

6. Offeror's Rights to Withdraw Proposal

Offerors will be allowed to withdraw their proposals at any time prior to the deadline for receipt of proposals. The Offeror must submit a written withdrawal request addressed to the Procurement Manager and signed by the Offeror's duly authorized representative.

The approval or denial of withdrawal requests received after the deadline for receipt of the proposals is governed by the applicable procurement regulations, 1.4.1.5 & 1.4.1.36 NMAC.

7. Proposal Offer Firm

Responses to this RFP, including proposal prices for services, will be considered firm for one-hundred twenty (120) days after the due date for receipt of proposals or ninety (90) days after the due date for the receipt of a best and final offer, if the Offeror is invited or required to submit one.

8. Disclosure of Proposal Contents

The contents of all submitted proposals will be kept confidential until the final award has been completed by the Agency. At that time, all proposals and documents pertaining to the proposals will be available for public inspection, *except* for proprietary or confidential material as follows:

- a. ***Proprietary and Confidential information is restricted to:***
 1. confidential financial information concerning the Offeror's organization; and
 2. information that qualifies as a trade secret in accordance with the Uniform Trade Secrets Act, §§57-3A-1 through 57-3A-7 NMSA 1978.
- b. An additional but separate redacted version of Offeror's proposal, as outlined and identified in Section III.B.2.a, shall be submitted containing the blacked-out proprietary or confidential information, in order to facilitate eventual public inspection of the non-confidential version of Offeror's proposal.

IMPORTANT: The price of products offered or the cost of services proposed **SHALL NOT** be designated as proprietary or confidential information.

If a request is received for disclosure of proprietary or confidential materials, the Agency shall examine the request and make a written determination that specifies which portions of the proposal should be disclosed. Unless the Offeror takes legal action to prevent the disclosure, the proposal will be so disclosed. The proposal shall be open to public inspection subject to any continuing prohibition on the disclosure of proprietary or confidential information.

9. No Obligation

This RFP in no manner obligates the State of New Mexico or any of its Agencies to the use of any Offeror's services until a valid written contract is awarded and approved by appropriate authorities.

10. Termination

This RFP may be canceled at any time and any and all proposals may be rejected in whole or in part when the Agency determines such action to be in the best interest of the State of New Mexico.

11. Sufficient Appropriation

Any contract awarded as a result of this RFP process may be terminated if sufficient appropriations or authorizations do not exist. Such terminations will be affected by sending

written notice to the contractor. The Agency's decision as to whether sufficient appropriations and authorizations are available will be accepted by the contractor as final.

12. Legal Review

The Agency requires that all Offerors agree to be bound by the General Requirements contained in this RFP. Any Offeror's concerns must be promptly submitted in writing to the attention of the Procurement Manager.

13. Governing Law

This RFP and any agreement with an Offeror which may result from this procurement shall be governed by the laws of the State of New Mexico.

14. Basis for Proposal

Only information supplied in writing by the Procurement Manager or contained in this RFP shall be used as the basis for the preparation of Offeror proposals.

15. Contract Terms and Conditions

The contract between an agency and a contractor will follow the format specified by the Agency and contain the terms and conditions set forth in the Draft Contract (APPENDIX C). However, the contracting agency reserves the right to negotiate provisions in addition to those contained in this RFP Draft Contract (APPENDIX C) with any Offeror. The contents of this RFP, as revised and/or supplemented, and the successful Offeror's proposal will be incorporated into and become part of any resultant contract.

The Agency discourages exceptions from the contract terms and conditions as set forth in the RFP Draft Contract (APPENDIX C). Such exceptions may cause a proposal to be rejected as nonresponsive when, in the sole judgment of the Agency (and the Evaluation Committee), the proposal appears to be conditioned on the exception, or correction of what is deemed to be a deficiency, or an unacceptable exception is proposed which would require a substantial proposal rewrite to correct.

Should an Offeror object to any of the terms and conditions as set forth in the RFP Draft Contract (APPENDIX C) strongly enough to propose alternate terms and conditions in spite of the above, the Offeror must propose **specific** alternative language. The Agency may or may not accept the alternative language. General references to the Offeror's terms and conditions or attempts at complete substitutions of the Draft Contract are not acceptable to the Agency and will result in disqualification of the Offeror's proposal.

Offerors must provide a brief discussion of the purpose and impact, if any, of each proposed change followed by the specific proposed alternate wording.

If an Offeror fails to propose any alternate terms and conditions during the procurement process (the RFP process prior to selection as successful Offeror), no proposed alternate terms and conditions will be considered later during the negotiation process. **Failure to propose alternate terms and conditions during the procurement process (the RFP process prior**

to selection as successful Offeror) is an explicit agreement by the Offeror that the contractual terms and conditions contained herein are accepted by the Offeror.

16. Offeror's Terms and Conditions

Offerors must submit with the proposal a complete set of any additional terms and conditions they expect to have included in a contract negotiated with the Agency. See Section II.C.15 for requirements.

17. Contract Deviations

Any additional terms and conditions, which may be the subject of negotiation (such terms and conditions having been proposed during the procurement process, that is, the RFP process prior to selection as successful Offeror), will be discussed only between the Agency and the Offeror selected and shall not be deemed an opportunity to amend the Offeror's proposal.

18. Offeror Qualifications

The Evaluation Committee may make such investigations as necessary to determine the ability of the potential Offeror to adhere to the requirements specified within this RFP. The Evaluation Committee will reject the proposal of any potential Offeror who is not a Responsible Offeror or fails to submit a Responsive Offer as defined in §13-1-83 and §13-1-85 NMSA 1978.

19. Right to Waive Minor Irregularities

The Evaluation Committee reserves the right to waive minor irregularities, as defined in Section I.F.19. The Evaluation Committee also reserves the right to waive mandatory requirements, provided that all of the otherwise responsive proposals failed to meet the same mandatory requirements and the failure to do so does not otherwise materially affect the procurement. This right is at the sole discretion of the Evaluation Committee.

20. Change in Contractor Representatives

The Agency reserves the right to require a change in contractor representatives if the assigned representative(s) is (are) not, in the opinion of the Agency, adequately meeting the needs of the Agency.

21. Notice of Penalties

The Procurement Code, §§13-1-28 through 13-1-199 NMSA 1978, imposes civil, and misdemeanor and felony criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for bribes, gratuities and kickbacks.

22. Agency Rights

The Agency in agreement with the Evaluation Committee reserves the right to accept all or a portion of a potential Offeror's proposal.

23. Right to Publish

Throughout the duration of this procurement process and contract term, Offerors and contractors must secure from the agency written approval prior to the release of any

information that pertains to the potential work or activities covered by this procurement and/or agency contracts deriving from this procurement. Failure to adhere to this requirement may result in disqualification of the Offeror's proposal or removal from the contract.

24. Ownership of Proposals

All documents submitted in response to the RFP shall become property of the State of New Mexico. If the RFP is cancelled, all responses received shall be destroyed by the Agency.

25. Confidentiality

Any confidential information provided to, or developed by, the contractor in the performance of the contract resulting from this RFP shall be kept confidential and shall not be made available to any individual or organization by the contractor without the prior written approval of the Agency.

The Contractor(s) agrees to protect the confidentiality of all confidential information and not to publish or disclose such information to any third party without the procuring Agency's written permission.

26. Electronic mail address required

A large part of the communication regarding this procurement will be conducted by electronic mail (e-mail). Offeror must have a valid e-mail address to receive this correspondence. (See also Section II.B.5, Response to Written Questions).

27. Use of Electronic Versions of this RFP

This RFP is being made available by electronic means. In the event of conflict between a version of the RFP in the Offeror's possession and the version maintained by the agency, the Offeror acknowledges that the version maintained by the agency shall govern. Please refer to:

<https://www.generalservices.state.nm.us/state-purchasing/active-itbs-and-rfps/active-procurements/>

or

Procurement - NM RLD <https://www.rld.nm.gov/about-us/public-information-hub/procurement/>

28. New Mexico Employees Health Coverage

- A. If the Offeror has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least 20 hours per week over a six (6) month period during the term of the contract, Offeror must agree to have in place, and agree to maintain for the term of the contract, health insurance for those employees if the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed \$250,000 dollars.

- B. Offeror must agree to maintain a record of the number of employees who have (a) accepted health insurance; (b) decline health insurance due to other health insurance coverage already in place; or (c) decline health insurance for other reasons. These records are subject to review and audit by a representative of the state.
- C. Offeror must agree to advise all employees of the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against it); these requirements shall apply the first day of the second month after the Offeror reports combined sales (from state and, if applicable, from local public bodies if from a state price agreement) of \$250,000.

29. Campaign Contribution Disclosure Form

Offeror must complete, sign, and return the Campaign Contribution Disclosure Form (APPENDIX B) as a part of their proposal. This requirement applies regardless whether a covered contribution was made or not made for the positions of Governor and Lieutenant Governor or other identified official. **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

30. Letter of Transmittal

Offeror's proposal must be accompanied by the Letter of Transmittal Form located in APPENDIX E, which must be **signed** by the individual authorized to contractually obligate the company, identified in #2 below.

Provide the following information:

1. Identify the submitting business entity; Name, Mailing Address, Phone Number, Federal Tax ID Number (TIN), and New Mexico Business Tax ID Number (BTIN, formerly CRS);
2. Identify the Name, Title, Telephone, and E-mail address of the person authorized by the Offeror's organization to (A) contractually obligate the business entity providing the Offer, (B) negotiate a contract on behalf of the organization; and/or (C) provide clarifications or answer questions regarding the Offeror's proposal content (*A response to B and/or C is only necessary if the responses differs from the individual identified in A*);
3. Identify any subcontractor/s that may be utilized in the performance of any resultant contract award;
4. Identify any other entity/-ies (such as State Agency, reseller, etc., that is not a subcontractor identified in #3) that may be used in the performance of this awarded contract; and
5. The individual identified in #2 above, must sign and date the form, attesting to the veracity of the information provided, and acknowledging (a) the organization's acceptance of the Conditions Governing the Procurement stated in Section II.C.1, (b) the organizations

acceptance of the Section V Evaluation Factors, and (c) receipt of any and all amendments to the RFP.

Failure to submit the signed Letter of Transmittal Form located in APPENDIX E will result in Offeror's disqualification.

31. Disclosure Regarding Responsibility

- A. Any prospective Contractor and any of its Principals who enter into a contract greater than sixty thousand dollars (\$60,000.00) with any state agency or local public body for professional services, tangible personal property, services or construction agrees to disclose whether the Contractor, or any principal of the Contractor's company:
1. is presently debarred, suspended, proposed for debarment, or declared ineligible for award of contract by any federal entity, state agency or local public body;
 2. has within a three-year period preceding this offer, been convicted in a criminal matter or had a civil judgment rendered against them for:
 - a. the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) contract or subcontract;
 - b. violation of Federal or state antitrust statutes related to the submission of offers; or
 - c. the commission in any federal or state jurisdiction of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violation of Federal criminal tax law, or receiving stolen property;
 3. is presently indicted for, or otherwise criminally or civilly charged by any (federal state or local) government entity with the commission of any of the offenses enumerated in paragraph A of this disclosure;
 4. has, preceding this offer, been notified of any delinquent Federal or state taxes in an amount that exceeds \$3,000.00 of which the liability remains unsatisfied. Taxes are considered delinquent if the following criteria apply.
 - a. The tax liability is finally determined. The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge of the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.
 - b. The taxpayer is delinquent in making payment. A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.
 - c. Have within a three-year period preceding this offer, had one or more contracts terminated for default by any federal or state agency or local public body.)
- B. Principal, for the purpose of this disclosure, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity or related entities.
- C. The Contractor shall provide immediate written notice to the State Purchasing Agent or other party to this Agreement if, at any time during the term of this Agreement, the Contractor learns that the Contractor's disclosure was at any time erroneous or became erroneous by reason of changed circumstances.

- D. A disclosure that any of the items in this requirement exist will not necessarily result in termination of this Agreement. However, the disclosure will be considered in the determination of the Contractor's responsibility and ability to perform under this Agreement. Failure of the Contractor to furnish a disclosure or provide additional information as requested will render the Offeror nonresponsive.
- E. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the disclosure required by this document. The knowledge and information of a Contractor is not required to exceed that which is the normally possessed by a prudent person in the ordinary course of business dealings.
- F. The disclosure requirement provided is a material representation of fact upon which reliance was placed when making an award and is a continuing material representation of the facts during the term of this Agreement. If during the performance of the contract, the Contractor is indicted for or otherwise criminally or civilly charged by any government entity (federal, state or local) with commission of any offenses named in this document the Contractor must provide immediate written notice to the State Purchasing Agent or other party to this Agreement. If it is later determined that the Contractor knowingly rendered an erroneous disclosure, in addition to other remedies available to the Government, the State Purchasing Agent or Central Purchasing Officer may terminate the involved contract for cause. Still further the State Purchasing Agent or Central Purchasing Officer may suspend or debar the Contractor from eligibility for future solicitations until such time as the matter is resolved to the satisfaction of the State Purchasing Agent or Central Purchasing Officer.

32. New Mexico/Native American Resident Preferences

To ensure adequate consideration and application of §13-1-21 NMSA 1978 (as amended), **Offeror must submit a copy of its valid New Mexico/Native American Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference with its proposal.** Certificates for preferences must be obtained through the New Mexico Department of Taxation & Revenue <http://www.tax.newmexico.gov/Businesses/in-state-veteran-preference-certification.aspx>.

In accordance with §13-1-21(H) NMSA 1978, an agency shall not award any combination of New Mexico/Native American Resident Preferences.

In accordance with §13-1-21(J) NMSA 1978, the New Mexico/Native American Resident Preferences shall not apply if the expenditures for this RFP includes federal funds.

III. RESPONSE FORMAT AND ORGANIZATION

A. NUMBER OF RESPONSES

Offerors shall submit only one proposal in response to this RFP.

B. ELECTRONIC SUBMISSION

Submissions of all proposals must be submitted via electronic submission to the Procurement Managers email address. The Offeror needs only to submit one single electronic copy of each portion of its proposal (Technical and Cost) as outlined below. Separate the proposals as described below into separate electronic files for submission.

Proposals must be submitted in the manner outlined below. Technical and Cost portions of Offerors proposal must be submitted in separate uploads as indicated below in this section and must be prominently identified as “Technical Proposal” or “Cost Proposal” on the front of each upload.

Any proposal that does not adhere to the requirements of this Section II.B and Section III.C Proposal Content and Organization may be deemed non-responsive and rejected on that basis.

Electronic Submission Requirements

1. Technical Proposals – One (1) ELECTRONIC upload must be organized in accordance with **Section III.B. Proposal Format**. All information for the Technical Proposal must be combined into a single file/document for uploading. The Technical Proposal **SHALL NOT** contain any Cost information.

a. Confidential Information: If Offeror’s proposal contains confidential information, as defined in Section I.E.8 and detailed in Section II.C.8, Offeror must submit two (2) separate ELECTRONIC technical files for each program the vendor wishes to provide to the agency:

- i. One (1) ELECTRONIC version of the requisite proposals identified above, as unredacted (see Definitions in Section I) versions for evaluation purposes; and
- ii. One (1) redacted (see Definitions in Section I) ELECTRONIC for the public file, in order to facilitate eventual public inspection of the non-confidential version of Offeror’s proposal. Redacted versions must be clearly marked as “REDACTED” or “CONFIDENTIAL” on the first page of the electronic file;

2. Cost Proposals – One (1) ELECTRONIC upload of the proposal containing **ONLY** the Cost Proposal for each program the offeror wishes to provide to the agency. All information for the cost proposal must be combined into a single file/document for uploading.

For technical support issues contact Procurement Manager, Toni Lowery

C. PROPOSAL CONTENT AND ORGANIZATION

All proposals must be submitted as follows:

Direct reference to pre-prepared or promotional material may be used if referenced and clearly marked. Promotional material must be minimal. Within each section of the proposal, Offerors must organize and address the RFP requirements in the order indicated below. All forms provided in this RFP must be thoroughly completed and included in the appropriate section of Offeror's proposal.

Any and all discussion of proposed costs, rates or expenses must occur ONLY in the Cost Proposal.

Technical Proposal – DO NOT INCLUDE ANY COST INFORMATION IN THE TECHNICAL PROPOSAL.

1. Signed Letter of Transmittal
2. Signed Campaign Contribution Disclosure Form
3. Table of Contents
4. Proposal Summary (Optional)
5. Response to Contract Terms and Conditions (from Section II.C.15)
6. Offeror's Additional Terms and Conditions (from Section II.C.16)
7. Response to Specifications **(except Cost information which shall be included ONLY in Cost Proposal)**
 - a. Organizational Experience
 - b. Organizational References (Optional: Offeror may include a list of its references)
 - c. Oral Presentation (if applicable)
 - d. Mandatory Specification
 - e. Desirable Specification
 - f. Technology Specifications
 - g. Financial Stability –(Financial information considered confidential, as defined in Section I.F. and detailed in Section II.C.8, should be placed in the **Confidential Information** file, per Section III.B.2.a, as applicable)
 - h. New Mexico/Native American Resident Preferences (if applicable)
8. Other Supporting Material (if applicable)

Cost Proposal:

1. Completed Cost Response Form (APPENDIX D)

A Proposal Summary may be included in Offeror's Technical Proposal, to provide the Evaluation Committee with an overview of the proposal; however, this material will not be used in the evaluation process unless specifically referenced from other portions of the Offeror's proposal. **DO NOT INCLUDE COST INFORMATION IN THE PROPOSAL SUMMARY.**

IV. SPECIFICATIONS

A. DETAILED SCOPE OF WORK

Purpose

The purpose of this agreement, including its goals and objectives are to develop a seed to sale tracking system for all locations licensed by New Mexico Regulation and Licensing Cannabis Control Division. The system shall provide all reports for applicable metrics, tracking of all products and derived products, and sales, the tracking system must successfully integrate with the State's registry, verification system and business licensing solution.

Project Initiation and Management

The Contractor will be responsible for project initiation and management of the entire project life cycle for each system from initiation to closure. The State of New Mexico (SoNM) requires the Contractor to deliver the following:

Initiation

The Contractor in coordination with the Project Manager shall provide the following to the Procuring Agency for review and approval upon contract execution:

1. Baseline project schedule,
2. Project charter,
3. Project kickoff meeting agenda,
4. Project team organizational chart; including roles and responsibilities.

Planning

The Contractor shall provide a detailed project management plan (PMP) for the entire project lifecycle from initiation to closure. The PMP must include, at a minimum:

1. Project scope description,
2. Project schedule,
3. Implementation methodology and project phase description,
4. Project team organizational chart with roles and responsibilities defined,
5. Control plan for scope, schedule, budget, quality and risk management,
6. Process for completing phase gates and approving deliverables,
7. Project communication plan,
8. Change management plan,
9. Configuration management plan,
10. An initial risk registry identifying initial project risks and mitigation,
11. List of assumptions,
12. An issue log to be used throughout the project.

Requirements Verification

1. The scope of work for requirements verification includes the Contractor confirming their understanding of and verifying all business solutions and technical requirements of the systems.
2. The Contractor shall produce a Requirements Traceability Matrix (RTM) that must capture all final requirements and trace each requirement to at least one test case. Once approved by the Procuring Agency, the RTM establishes the baseline for change control during the project lifecycle.

Implementation

Weekly project team status meetings are required. The Contractor is required to facilitate these meetings with the project team and take the appropriate level of notes at the meetings. At a minimum, status meetings must review the latest issue log, risk registry, project schedule and current tasks.

The Contractor is required to provide weekly written status reports. Reports are to be submitted electronically to the Program Sponsor and the Program Manager. Project status reports, must at a minimum, include:

1. A summary on the latest work effort with accomplishments,
2. Progress against the baseline schedule including updates on phase gates and milestones,
3. A look ahead summary for the upcoming week, and
4. Address major issues, risks or concerns.

The Contractor is required to notify the contracting agency of any project delay within one (1) business day of the realization of the delay.

Closeout

The Contractor shall provide a Project Closure Report that includes, at a minimum:

1. Project overview,
2. Project accomplishments, outcomes and results,
3. Transfer of operations,
4. Project closure approval.

Deliverables Overview

Del. #	Deliverable Name	Due Date (~ + days from contract execution)	Total Compensation
1	Project Management Services	To begin on execution and continue until project completion.	
2	Requirements Gathering and Analysis	~30 days	
3	System Design	~60 days	
4	Implementation/Development	~90 days	
5	Integration and System Testing	~120 days	
6	System Deployment		
7	User Manuals and Technical Documentation Configuration	~150 days	
8	Training	~180 days	
9	Roll-Out (Warranty begins)	~210 days No later than	
10	Maintenance and Operations		
11	Change Requests		
Total Compensation			Firm Fixed Price Offer for Implementation from Cost Proposal

Deliverable #1- Project Management Services

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Project Management Services	To Begin Upon Contract Execution	TBD

Task Item	Description
1.0 Stakeholder Management	- Contractor will initiate stakeholders and develop and maintain a current stakeholder registry. - Contract will schedule interviews with stakeholders.

1.1 Gather and Develop Requirements	• Contractor will schedule meetings with subject matter experts and stakeholders to gather and develop requirements to be delivered in a Requirements Traceability Matrix. • Contractor will develop and deliver a work breakdown structure.
1.2 Project Management Plan	• Contractor will develop and maintain an updated Project Management Plan to include integration, scope, schedule, cost, quality, resources, communication, risk, procurement and stakeholder plans in Microsoft Word format. • Contractor Project Management Plan shall clearly identify process, procedures and plans for completion of project activities. Project Management Plan shall be reviewed and approved by the Procuring Agency.
1.3 Establish Project Governance	• Facilitate the development of an Executive Steering Committee (ESC) and Project Steering Committee in collaboration with the Procuring Agency. Provide organizational charts to include participants and illustrate reporting responsibilities. • Provide project team member management.
1.4 Manage Risks and Issues	• Develop risk and issues logs, mitigate risks and manage identified issues through communications with ESC and Project Steering Committee.
1.5 Project Documentation	• Develop materials required for Project Certification Committee to include certification request form, presentation, project charter, project management plan and any additionally requested information. • Develop materials required for Technical Architecture Review Committee (TARC) to include TARC request form, system design document, security questionnaire, business continuity plan, operations and support plan, any additionally requested information. • Develop monthly project status reports and deliver to Procuring Agency.
1.6 Review and Acceptance	• All materials developed for this deliverable will be presented to the Procuring Agency for review and acceptance.
1.7 Weekly Report on Progress	• Contractor shall provide weekly report on progress.
1.8 Project Management Assessments	• The Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.

1.9 Defined Task Ownership	Contractor shall verify that project team roles and responsibilities of key project personnel are well-defined both for business and technical ownership of the project's tasks and activities.
1.10 Communication Management	Contractor shall assess coordination, communication and management to verify that the Procuring Agency is communicating appropriately and not working independent of one another.
1.11 Project Review Updates	Contractor shall provide an initial review of the activities required early in the project, particularly as it relates to planning. This will include a high-level review of previous activities conducted since project inception.
1.12 Project Management Assessments	Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.

Deliverable #2- Requirements Gathering and Analysis

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Requirements Gathering and Analysis	30 Days from Contract Execution	TBD

Task Item	Description
2.1 SRS	- Contract shall meet with program staff to review current needs and plan for system development. - Contractor shall review APPENDIX G – Mandatory Specification, APPENDIX H Desirable Specification, and APPENDIX I Technology Specification and develop a comprehensive detailed system requirements specifications (SRS) document to the Procuring Entity in a format specified or agreed to by the Procuring Entity.
2.2 Traceability Matrix	Contractor shall develop a requirements traceability matrix to track the status of each requirement (outlined in APPENDIX G – Mandatory Specification, Appendix H Desirable Specification, and APPENDIX I Technology Specification) throughout the project lifecycle.
2.3 Gap Analysis	Contractor shall perform a gap analysis to compare the current system capabilities with the desired system requirements and provide a document to the Procuring Entity that identifies any discrepancies or gaps and propose solutions to bridge these gaps.

2.4 Project Planning Evaluations	Contractor shall evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project planning assumptions, budget and resources are adequate for the work-breakdown structure and schedule.
---	--

Deliverable #3- System Design

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
System Design	60 Days from Contract Execution	TBD

Task Item	Description
3.1 System Architecture	Contractor shall produce a high-level system architecture document that includes items 3.1 a through 3.1 e.
3.1 A Security Architecture	A security architecture including a description of the security mechanism, authentication, authorization, encryption and other security measures applied across the system.
3.1 B Deployment Architecture	Deployment architecture including explanation of the deployment environment including cloud services, servers or hybrid models.
3.1 C Technology Stack	A technology stack including identification of the technologies, framework and tools used for the system.
3.1 D Performance Considerations	Scalability and performance considerations including strategies for ensuring the system can scale to meet expected demand and performance requirements.
3.1 E Backup Plan	Backup and recovery plan including strategies for database backup recovery and failover mechanisms.
3.1 F Normalization Process	Explanation of the normalization process to eliminate redundancy and ensure data integrity.
3.2 Data Base Design	Contractor shall create prototypes or mock-ups of key system components to visualize requirements including items 3.2 A through 3.2 D.
3.2 A Schema Design	Database schema design including entity relationship diagrams.

3.2 B UI Elements	High-fidelity visual designs showing detailed UI elements colors, typography, and branding.
3.3 C Wireframes	Wireframes showing low-fidelity sketches outlining the layout and structure of the user interface.
3.4 D User Flow	User flow diagrams showing the paths users will take through the application to accomplish tasks.
3.3 Change Management Process	Contractor shall develop a change management plan with procedures for handling changes to the design during the development process.
3.5 Host System	Contractor shall host system.

Deliverable #4- Implementation and Development

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Implementation and Development	60 Days from Contract Execution	TBD

Task Item	Description
4.0 Project Schedule	Contractor shall provide a detailed project schedule, risk management plan, and regular status reports.
4.1 Development Environment Setup	Contractor shall configure and set up development, testing, and staging environments, and implement a version control system.
4.2 Source Code Management	Contractor shall use a centralized code repository, conduct regular code reviews, and adhere to coding standards and guidelines.
4.3 Development of Features and Functionality	Contractor shall implement system features according to the specifications, plan iterations, and track progress.

4.4 Testing and Quality Assurance	Contractor shall develop and execute unit, integration, and system tests, including automated tests where applicable, and provide detailed test reports.
4.5 Continuous Integration/Cont inuous Deployment (CI/CD)	Contractor shall set up and configure a CI/CD pipeline and automate the build and deployment processes.

Deliverable #5- Integration and System Testing

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Integration and System Testing	120 Days from Contract Execution	TBD

5.1 Test Cases and Test Scripts	- Contractor shall document detailed test cases and develop test scripts, including a traceability matrix linking test cases to requirements. - Contractor shall specify and configure the test environment, ensuring it mirrors the production environment and prepare necessary test data.
5.2 Integration Testing Reports	Contractor shall provide test execution logs, defect reports, and an integration test summary.
5.3 System Testing Reports	Contractor shall maintain system test execution logs, defect reports, and provide a comprehensive system test summary report.
5.4 Performance Testing Results	Contractor shall execute performance tests, maintain execution logs, and provide a performance test summary report.
5.5 User Acceptance Testing (UAT) Support	Contractor shall support UAT, including developing a UAT plan, providing test cases, maintaining execution logs, and summarizing UAT results.

5.6 Final Testing Summary Report	Contractor shall produce a final testing summary report, consolidating results from all testing activities, presenting defect metrics, test coverage analysis, and overall readiness assessment.
5.7 Final Testing Approval	Contractor shall ensure all systems are tested and approved by program staff.

Deliverable #6- System Deployment

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
System Deployment	TBD	TBD

Task Item	Description
6.0 Deployment Plan	Contractor shall develop a comprehensive deployment plan, outlining objectives, scope, strategy, roles and responsibilities, and a detailed timeline with milestones.
6.1 Deployment Environment Preparation	Contractor shall document environment specifications, ensure the production environment is set up and validated, and develop a data migration plan along with backup and recovery procedures.
6.2 Deployment Scripts and Automation	Contractor shall develop deployment scripts and document configuration settings for consistent deployment across all environments.
6.3 Deployment Execution	Contractor shall create a deployment checklist, maintain a deployment log, and implement an issue tracking system for managing deployment-related problems.
6.4 Verification and Validation	Contractor shall conduct post-deployment testing, including smoke, functional, and performance testing, and facilitate User Acceptance Testing (UAT) in the production environment.

6.5 Mid-Project Assessment Report	Contractor shall deliver a mid-project assessment report that includes a high level review of the activities conducted since the inception of the project, an assessment of the project management processes and verification that lines of reporting and responsibilities provide sufficient support for effective oversight of the project, risk management issues including monitoring and tracking, recommendation on estimating and scheduling within the project to ensure the project planning assumptions, budget and response are adequate for the working breakdown structure and schedule to the Department of Information Technology (DoIT), Project Oversight and Compliance Division at epmo@state.nm.us, the Procuring Agency Chief Information Officer (CIO) and any other designated Procuring Agency recipients for review and acceptance.
6.6 Go-Live Support	Contractor shall outline a support plan for the go-live phase, identify support team members, and define the issue resolution process.
6.7 Post-Deployment Review	Contractor shall conduct a post-deployment review meeting, document lessons learned, and provide a comprehensive deployment report summarizing activities, issues, resolutions, and system performance.

Deliverable #7- User Manuals and Technical Documentation and Configuration

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
User Manuals and Technical Documentation and Configuration	150 Days from Contract Execution	TBD

Task Item	Description
7.0 User Guide	Contractor shall provide a comprehensive user guide including an introduction, getting started instructions, detailed instructions, screenshots and diagrams, troubleshooting tips, and FAQs.
7.1 Quick Reference Guide	Contractor shall create a quick reference guide summarizing key functions, shortcuts, and cheat sheets for common tasks.

7.2 Video Tutorials	Contractor shall produce overview, how-to, and troubleshooting video tutorials.
7.3 Technical Documentation	Contractor shall deliver technical documentation including items 7.3 A through
7.3 A System Architecture Document	Contractor shall deliver a system architecture document including an overview, component descriptions, and data flow diagrams.
7.3 B Database Schema Documentation	Contractor shall produce database schema documentation including entity-relationship diagrams, table descriptions, and query examples.
7.3 C Maintenance and Troubleshooting Guide	Contractor shall develop a maintenance and troubleshooting guide including maintenance procedures, troubleshooting steps, and error codes.
7.4 Configuration Documentation	Contractor shall deliver security configuration documentation including access control information, security settings, and compliance requirements.

Deliverable #8- Training

Deliverable Name	Due Date	Compensation
Training	180 Days from Contract Execution	TBD

Task Item	Description
8.0 Training Plan	Contractor shall develop a comprehensive training plan outlining objectives, scope, schedule, and methodology.
8.1 Training Sessions	- Contractor shall conduct instructor-led training sessions for end-users, administrators, and technical staff. - Contractor shall provide recorded training sessions, including video recordings of instructor-led sessions and self-paced learning modules.

8.2 Training Materials	Contractor shall provide training manuals, presentation slides, quick reference guides, and FAQs tailored to different user roles
8.3 Training Support	Contractor shall offer post-training support to answer questions and provide assistance.

Deliverable #9- Roll Out

Deliverable Name	Due Date	Compensation
Roll-Out	210 Days No Later Than	TBD

Task Item	Description
9.0 Roll Out Plan	Contractor shall develop a comprehensive roll-out plan, including objectives, scope, strategy, timeline, milestones, and roles and responsibilities.
9.1 Communication Plan	Contractor shall create a communication plan to keep stakeholders informed, manage changes, and notify users about roll-out activities and system availability.
9.2 Go-Live Checklist	Contractor shall prepare a pre-go-live checklist and a coordination plan for go-live day.
9.3 Post-Go-Live Support	Contractor shall offer hyper care support during the initial post-go-live period, provide monitoring and reporting, and manage any issues that arise.
9.4 Roll-Out Review and Feedback	Contractor shall conduct a roll-out review meeting, document lessons learned, and provide a comprehensive roll-out report summarizing activities, outcomes, and issues.

Deliverable #10- Maintenance Operations

Deliverable Name	Due Date	Compensation
Maintenance and Operations	No later than 30 days after contract execution date.	• Total Compensation Not to Exceed \$XXX including X.XXX% GRT of \$XXX; To be Paid in full upon invoice.

Task Item	Description
10. Maintenance and Operations	• Contractor will manage the necessary infrastructure to support three (3) environments for use by the Procuring Agency: 1. Production 2. UAT 3. Disaster Recover • This will include the installation of patches, bug fixes, and version upgrades for existing legacy system features and new features as requested via Change Requests. • UAT must be a replica (application code and program data) of the production environment at production go-live. • UAT must be at minimum refreshed from the production environment (application code and data) at least once during this contract term, additional refreshes based on maintenance needs. • Contractor will be responsible for securely hosting and maintaining the application, and for version, OS and patch control. All data, reports and forms will be stored by the Contractor. • The system must be 100% operational while operating normally 99.99% of the time 24 hours per day, seven (7) days per week. • Scheduled downtime of the system must be during times other than the standard business hours of Monday through Friday, 8:00 am to 5:00 pm (MST or MDT). • 48 hours advanced written notice of scheduled downtime must be provided to the Procuring Agency.

10.1 Problem Support	• Contractor shall make technical support personnel available by phone and email on the following schedule: Monday through Friday, 8:00A.M. to 5:00P MST or MDT, excluding state holidays. • Contractor will track and log requests and provide to the Procuring Agency technical support services for the system based on the priority levels and problem resolution processes described in the Maintenance and Support Priority Levels below. • Contractor will update at minimum, the Systems Administration Guide and End User Training Manual to reflect changes made to the system because of problem resolution. Contractor will distribute an updated copy of these two documents to the Procuring Agency within 10 business of days following any changes made to the system as a result of problem resolution as applicable. • Contractor will respond to technical and functional questions about the Patient Registry system. Such requests will be assigned a default Priority of 3 unless the Procuring Agency requests a higher priority be assigned to the request.
10.2 Activities Tracking	• Contractor shall track and maintain a log of requests in a tracking system with a unique number assigned to each request. The unique number shall be provided by Contractor to the Procuring Agency for reference and communication.
10.3 Monthly Report	• Contractor shall provide or make available an online monthly report on the activity and status of all logged requests received from the Procuring Agency.
10.4 Maintenance and Support Priority Levels	• The Procuring Agency will assign one of four levels of priority to each request: Priority 1 is the most severe program error and represents a situation where mission critical features and functions of the Seed-to-Sale, Traceability and Tracking Registry system are unavailable, and no practical alternate mode of operation is available. ○ Priority 1 problems will be corrected, or a solution will be provided by Contractor for corrective action within four (4) hours. ○ Priority 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected, or a plan will be provided by Contractor for corrective action within one (1) business day. ○ Priority 3 is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected, or a plan will be provided by Contractor for corrective action within five (5) business days. ○ Priority 4 is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority

	4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.
10.5 Procuring Agency Acceptance	The documentation associated with this deliverable will be subject to review, approval and acceptance by the Procuring Agency. Acceptance shall result in the signed Deliverable Acceptance Form.

Deliverable #11- Change Requests

Deliverable Name	Due Date	Compensation
Change Requests	No later than 30 days after contract execution date.	Total Compensation Not to Exceed \$XXX including X.XXX% GRT of \$XXX; To be Paid in full upon invoice.

Task Item	Description
11. Change Requests	Change Requests to the Seed-to-Sale, Traceability and Tracking Registry system, needed to address issues, bug fixes
11.1 Deliverable Documents	Procuring Agency requested change request delivered per Procuring Agency's requirements.
11.2 Procuring Agency Acceptance	Procuring Agency will review and either accept or reject Deliverable within fifteen (15) business days.

B. TECHNICAL SPECIFICATIONS

1. Organizational Experience

Offeror **must**:

- a) provide a brief description of relevant corporate experience with state government and private sector. The experience of all proposed subcontractors must be described. The narrative **must** thoroughly describe how the Offeror has supplied expertise for similar contracts and must include the extent of their experience, expertise and knowledge as a

provider of Seed-to-Sale Traceability and Tracking Registry. All Seed-to-Sale Traceability and Tracking Registry provided to private sector will also be considered;

- b) provide a brief resume/bio of all key personnel Offeror proposes to use in performance of the resulting contract, should Offeror be awarded. Key personnel is identified as CEO, COO, CTO, Project Manager, Technical Lead and Application Developer. Offeror must include key personnel education, work experience, relevant/applicable certifications/licenses.
- c) indicate how many Seed-to-Sale Traceability and Tracking Registry systems have been installed in the last two years and what percentage of business revenue is derived from Seed-to-Sale Traceability and Tracking Registry systems engagements.
- d) describe at least two project successes and two project failures of Seed-to-Sale Traceability and Tracking Registry systems. Include how each experience improved the Offeror's services.

2. Organizational References

Three (3) external references from similar projects/programs, performed for private, state, or large local government clients within the last three (3) years should be received by the designee identified on APPENDIX F, Organizational Reference Questionnaire ("Questionnaire"). Any submitted references must be received by the deadline stated on APPENDIX F.

The references to whom the Offeror provides the Questionnaire **must submit the Questionnaire directly to the designee identified on APPENDIX F. The references must not return the completed Questionnaire to the Offeror.** It is the Offeror's responsibility to ensure the completed Questionnaires are submitted **on or before the deadline stated on APPENDIX F. NO LATE QUESTIONNAIRES CAN BE ACCEPTED.**

Offerors are encouraged to request that their chosen references provide detailed and informative comments.

The Offeror, itself, does not need to submit anything for this Specification in its proposal. The Offeror may, if it chooses, include a list of all organizations to whom Offeror sent the Organizational Reference Questionnaire (APPENDIX F).

3. Mandatory Specification

The Offeror's proposal must contain a clear and detailed written description of how the system and solution meets each of the Mandatory Specification(s) for the category/categories you are responding to. This description should clearly demonstrate that the Offeror has the necessary skill and experience to meet all mandatory specifications outlined.

- IT requirements.
- CCD: requirements are applicable to Seed-to-Sale- Traceability system.

See APPENDIX G Mandatory Specification.

4. Desirable Specification

The Offeror's proposal may contain a clear and detailed written description of how the system and solution meets each of the Desirable Specifications. This description should clearly demonstrate that the Offeror has the necessary skill and experience to meet all desirable specifications outlined.

- IT requirements.
- CCD: requirements are applicable to Seed-to-Sale- Traceability system.

See APPENDIX H Desirable Specification.

5. Technology Specification

The Offeror's proposal may contain a clear and detailed written description of how the system and solution meets each of the Technology Specifications. This description should clearly demonstrate that the Offeror has the necessary skill and experience to meet all desirable specifications outlined.

- IT requirements.
- CCD: requirements are applicable to Seed-to-Sale- Traceability system.

See APPENDIX I Technology Specification.

C. BUSINESS SPECIFICATIONS

1. Financial Stability

Offerors must submit copies of the most recent years independently audited financial statements. Offeror should also provide the preceding three years of financial statements, if they exist. The submission should include the audit opinion, the balance sheet, and statements of income, retained earnings, cash flows, and the notes to the financial statements. If independently audited financial statements do not exist, Offeror must state the reason and, instead, submit sufficient information (e.g. D & B report). Financial statements should be provided as PDF documents included as part of the Offeror's Technical Proposal submission. Failure to submit will result in Offeror's disqualification.

2. Letter of Transmittal Form

The Offeror's proposal **must** be accompanied by the Letter of Transmittal Form located in APPENDIX E. The form **must** be completed and must be signed by the person authorized to

obligate the company. **Failure to submit a signed form will result in Offeror's disqualification.**

3. Campaign Contribution Disclosure Form

The Offeror must complete an unaltered Campaign Contribution Disclosure Form and submit a signed copy with the Offeror's proposal. This must be accomplished whether or not an applicable contribution has been made. (See APPENDIX B). **Failure to complete and return the signed, unaltered form will result in Offeror's disqualification.**

4. Oral Presentation

If oral presentations are held, finalist Offeror(s) may be required to explain, demonstrate, detail, and/or clarify any aspect of its submitted proposal, to which the Evaluation Committee may ask questions and/or seek clarifications. Pursuant to Section II.B.9, Oral Presentations may be held at the sole discretion of the Evaluation Committee.

5. Cost

Offerors must complete the Cost Response Form in APPENDIX D. Cost will be measured by Total Cost will be measured by adding the total implementation cost and total maintenance & operations costs in the cost response form for each category proposed by each offeror. This must include all costs, including any pass through to Licensee(s).

6. New Mexico/Native American Resident Preferences

To ensure application of § 13-1-21 NMSA 1978 (as amended), an Offeror **MUST** submit a copy, in this section, of its valid New Mexico/Native Resident Preference Certificate or its valid New Mexico/Native American Resident Veteran Preference Certificate, as issued by the New Mexico Taxation and Revenue Department.

V. EVALUATION

A. EVALUATION POINT SUMMARY

The following is a summary of evaluation factors with point values assigned to each. These weighted factors will be used in the evaluation of individual potential Offeror proposals.

Evaluation Factors <i>(Correspond to Sections IV.B and IV.C)</i>	Points Available
B. Technical Specifications (## Total Points)	700
B. 1. Organizational Experience	250
Corporate Experience	50
Resumes and Bios of Key Personnel	
Number of Registry Systems Installed in Last Two Years and Percentage of Business Revenue Derived from Engagements	100
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

Table 1: Evaluation Point Summary

B. EVALUATION FACTORS

A maximum of 1,000 points may be awarded based on the quality and thoroughness of the offeror's response to each required evaluation factor below. Additional points may be awarded for C.6. and C.7. in Table 1.

1. B.1 Organizational Experience (See Table 1)

Up to 250 points will be awarded based on the thoroughness and clarity of Offeror's response in this Section. The Evaluation Committee will also weigh the relevancy and extent of Offeror's experience, expertise and knowledge; and of personnel education, experience and certifications/licenses. In addition, points will be awarded based on Offeror's candid and well-

thought-out response to successes and failures, as well as the ability of the Offeror to learn from its failures and grow from its successes.

2. B.2 Organizational References (See Table 1)

Up to 50 points will be awarded based upon an evaluation of the responses to the questions provided on the Questionnaire (APPENDIX F). Offeror will be evaluated on references that show positive service history, successful execution of services and evidence of satisfaction by each reference. References indicating significantly similar services/scopes of work and comments provided by a submitted reference will add weight and value to a recommendation during the evaluation process. Points will be awarded for each individual response up to 1/3 of the total points for this category. References not received by the stated deadline on APPENDIX F will earn zero (0) points. For example: if two (2) references are received, the Offeror would only be eligible for a maximum of two-thirds (2/3) the total available points.

The Evaluation Committee may contact any or all business references for validation of information submitted. If this step is taken, the Procurement Manager and the Evaluation Committee must all be together on a conference call with the submitted reference so that the Procurement Manager and all members of the Evaluation Committee receive the same information at the same time.

3. B.3 Mandatory Specifications

Pass/Fail only, no points assigned.

See APPENDIX G.

4. B.4 Desirable Specifications

Up to 150 points will be awarded based on the Offeror's ability to provide the desirable specifications.

See APPENDIX H.

5. B.5 Technology Specifications (See Table 1: Evaluation Point Summary)

Up to 250 points will be awarded based on the Offeror's ability to provide the desirable specifications.

See APPENDIX I.

6. C.1 Financial Stability (See Table 1)

Pass/Fail only, no points assigned.

7. C.2 Letter of Transmittal (See Table 1)

Pass/Fail only. No points assigned.

8. C.3 Campaign Contribution Disclosure Form (See Table 1)

Pass/Fail only. No points assigned.

9. C.4 Oral Presentation (See Table 1)

Oral Presentations will be conducted at the discretion of the Procuring Agency and will be evaluated based on quality, organization and effectiveness of communication of the information presented, as well as the professionalism of the presenters and technical knowledge of the proposal staff. Prior to Oral Presentation, the Procuring Agency will provide the Offeror a presentation agenda.

10. C.5 Cost (See Table 1)

The evaluation of each Offeror's cost proposal will be conducted using the following formula:

$$\frac{\text{Lowest Responsive Offeror's Total Cost}}{\text{(Total Implementation Cost + Total Maintenance + Average Cost Change Requests \& Total Operations Cost)}} \times 300 \text{ Points}$$
$$\frac{\text{Each Offeror's Total Cost}}{\text{(Total Implementation Cost + Total Maintenance + Average Cost Change Requests \& Total Operations Cost)}}$$

11. C.6. New Mexico/Native American Resident Preferences

Percentages will be determined based upon the point-based system outlined in § 13-1-21 NMSA 1978 (as amended).

A. New Mexico Resident Business Preference / Native American Resident Preference

If an Offeror has provided a copy of its New Mexico Resident Preference Certificate or Native American Resident Preference Certificate, the points awarded will be calculated as 8% of the total points available in this RFP.

B. New Mexico/Native American Resident Veteran Preference

If an Offeror has provided a copy of its New Mexico Resident Veteran Preference Certificate or Native American Resident Veteran Preference Certificate the points awarded will be calculated as 10% of the total points available in this RFP.

C. EVALUATION PROCESS

1. All Offeror proposals will be reviewed for compliance with the requirements and specifications stated within the RFP. Proposals deemed non-responsive will be eliminated from further consideration.
2. The Procurement Manager may contact the Offeror for clarification of the response as specified in Section II. B.7.

3. Responsive proposals will be evaluated on the factors in Section IV, which have been assigned a point value in Section V. The responsible Offerors with the highest scores may be selected as finalist Offerors, based upon the proposals submitted. In accordance with §13-1-117 NMSA 1978, the responsible Offerors whose proposals are most advantageous to the State taking into consideration the Evaluation Factors in Section V will be recommended for award (as specified in Section II.B.12). Please note, however, that a serious deficiency in the response to any one factor may be grounds for rejection regardless of overall score.

APPENDIX A

ACKNOWLEDGEMENT OF RECEIPT FORM

APPENDIX A

REQUEST FOR PROPOSAL

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

ACKNOWLEDGEMENT OF RECEIPT FORM

This optional Acknowledgement of Receipt Form establishes a distribution list to be used for the distribution of written responses to questions, and/or any amendments to the RFP. Failure to return the Acknowledgement of Receipt Form does not prohibit potential Offerors from submitting a response to this RFP. However, by not returning the Acknowledgement of Receipt Form, the potential Offeror's representative shall not be included on the distribution list, and will be solely responsible for obtaining from the Procurement Library (Section I.G.) responses to written questions and any amendments to the RFP.

The information below will be used for all correspondence related to the Request for Proposal. Only one contact per Offeror is permitted.

ORGANIZATION: _____

CONTACT NAME: _____

TITLE: _____ PHONE NO.: _____

E-MAIL: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP CODE: _____

Submit Acknowledgement of Receipt Form to:

To: Toni Lowery

E-mail: toni.lowery@rld.nm.gov

Subject Line: Seed-to-Sale, Traceability and Tracking Registry
26-420-4200-00001

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

APPENDIX B

CAMPAIGN CONTRIBUTION DISCLOSURE FORM

Pursuant to the Procurement Code, Sections 13-1-28, et seq. NMSA 1978 and § 13-1-191.1 NMSA 1978 (2006), as amended by Laws of 2007, Chapter 234, a prospective contractor subject to this section shall disclose all campaign contributions given by the prospective contractor or a family member or representative of the prospective contractor to an applicable public official of the state or a local public body during the two years prior to the date on which a proposal is submitted or, in the case of a sole source or small purchase contract, the two years prior to the date on which the contractor signs the contract, if the aggregate total of contributions given by the prospective contractor or a family member or representative of the prospective contractor to the public official exceeds two hundred fifty dollars (\$250) over the two-year period. A prospective contractor submitting a disclosure statement pursuant to this section who has not contributed to an applicable public official, whose family members have not contributed to an applicable public official or whose representatives have not contributed to an applicable public official shall make a statement that no contribution was made.

A prospective contractor or a family member or representative of the prospective contractor shall not give a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process or during the pendency of negotiations for a sole source or small purchase contract.

Furthermore, a solicitation or proposed award for a proposed contract may be canceled pursuant to Section 13-1-181 NMSA 1978 or a contract that is executed may be ratified or terminated pursuant to Section 13-1-182 NMSA 1978 if a prospective contractor fails to submit a fully completed disclosure statement pursuant to this section; or a prospective contractor or family member or representative of the prospective contractor gives a campaign contribution or other thing of value to an applicable public official or the applicable public official's employees during the pendency of the procurement process.

The state agency or local public body that procures the services or items of tangible personal property shall indicate on the form the name or names of every applicable public official, if any, for which disclosure is required by a prospective contractor.

THIS FORM MUST BE INCLUDED IN THE REQUEST FOR PROPOSALS AND MUST BE FILED BY ANY PROSPECTIVE CONTRACTOR WHETHER OR NOT THEY, THEIR FAMILY MEMBER, OR THEIR REPRESENTATIVE HAS MADE ANY CONTRIBUTIONS SUBJECT TO DISCLOSURE.

The following definitions apply:

“Applicable public official” means a person elected to an office or a person appointed to complete a term of an elected office, who has the authority to award or influence the award of the contract for which the prospective contractor is submitting a competitive sealed proposal or who has the authority to negotiate a sole source or small purchase contract that may be awarded without submission of a sealed competitive proposal.

“Campaign Contribution” means a gift, subscription, loan, advance or deposit of money or other thing of value, including the estimated value of an in-kind contribution, that is made to or received by an applicable public official or any person authorized to raise, collect or expend contributions on that official’s behalf for the purpose of electing the official to statewide or local office. “Campaign Contribution” includes the payment of a debt incurred in an election campaign, but does not include the value of services provided without compensation or unreimbursed travel or other personal expenses of individuals who volunteer a portion or all of their time on behalf of a candidate or political committee, nor does it include the administrative or solicitation expenses of a political committee that are paid by an organization that sponsors the committee.

“Family member” means a spouse, father, mother, child, father-in-law, mother-in-law, daughter-in-law or son-in-law of (a) a prospective contractor, if the prospective contractor is a natural person; or (b) an owner of a prospective contractor;

“Pendency of the procurement process” means the time period commencing with the public notice of the request for proposals and ending with the award of the contract or the cancellation of the request for proposals.

“Prospective contractor” means a person or business that is subject to the competitive sealed proposal process set forth in the Procurement Code [Sections 13-1-28 through 13-1-199 NMSA 1978] or is not required to submit a competitive sealed proposal because that person or business qualifies for a sole source or small purchase contract.

“Representative of a prospective contractor” means an officer or director of a corporation, a member or manager of a limited liability corporation, a partner of a partnership or a trustee of a trust of the prospective contractor.

Name(s) of Applicable Public Official(s) if any: Governor Michelle Lujan Grisham and Lieutenant Governor Howie Morales.

DISCLOSURE OF CONTRIBUTIONS BY PROSPECTIVE CONTRACTOR:

Contribution Made By: _____

Relation to Prospective Contractor: _____

Date Contribution(s) Made: _____

Amount(s) of Contribution(s) _____

Nature of Contribution(s) _____

Purpose of Contribution(s) _____

(Attach extra pages if necessary)

Signature Date

Title (position)

--OR--

NO CONTRIBUTIONS IN THE AGGREGATE TOTAL OVER TWO HUNDRED FIFTY DOLLARS (\$250) WERE MADE to an applicable public official by me, a family member or representative.

Signature Date

Title (Position)

APPENDIX C

DRAFT CONTRACT

The Agreement included in this Appendix C represents the contract the Agency intends to use to make an award. The State of New Mexico and the Agency reserve the right to modify the Agreement prior to, or during, the award process, as necessary.

STATE OF NEW MEXICO

Regulation and Licensing Department

INFORMATION TECHNOLOGY AGREEMENT

Agreement No. 26-420-4200-00001

THIS INFORMATION TECHNOLOGY AGREEMENT (this “Agreement”) is made by and between the State of New Mexico (the “State”), Regulation and Licensing Department, Cannabis Control Division hereinafter referred to as “Procuring Agency” and **Insert Contractor Name**, hereinafter referred to as “Contractor” and collectively the parties are hereinafter referred to as the “Parties.” This Agreement must be approved by the Department of Information Technology (“DoIT”).

WHEREAS, pursuant to the Procurement Code, NMSA 1978 13-1-28 *et seq.*; and Procurement Code, NMAC 1.4.1 *et seq.*; Contractor has held itself out as an expert in implementing the Scope of Work attached hereto and Procuring Agency has selected Contractor as the offeror most advantageous to the State; and

WHEREAS, all terms and conditions of the RFP 26-420-4200-00001 Seed-to-Sale Traceability and Tracking Registry and Contractor’s response to such document(s) are incorporated herein by reference.

THEREFORE, IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

ARTICLE 1 – DEFINITIONS

- A. “Acceptance,” “Accept” or “Accepted” means the approval, following Quality Assurance, of all the Deliverables by Procuring Agency’s ELR (“ELR”).
- B. “Agency CIO” means Procuring Agency’s Chief Information Officer.
- C. “Application Deployment Package” or “ADP” means Contractor’s centralized and systematic delivery of business-critical applications, including the source code (for custom software), documentation, executable code and the deployment tools necessary to successfully install application software fixes, including Contractor’s Software related additions, modifications, or deletions.
- D. “Business Days” means Monday through Friday, 7:30 a.m. (MST or MDT) to 5:30 p.m. except for Federal and State holidays.
- E. “Change Request” means a written document utilized by either Party to request changes or revisions in the Scope of Work – Exhibit A, attached hereto.
- F. “Confidential Information” means any communication or record (whether oral, written, electronically stored or transmitted, or in any other form) that consists of: (1) confidential Procuring Agency or client information as the term is defined in State and/or Federal statutes

or regulations; (2) all non-public State budget, expense, payment and other financial information; (3) all attorney-client privileged work product; (4) all information designated by Procuring Agency or any other State office or agency as confidential, including all information designated as confidential under Federal and State statutes or regulations; (5) unless publicly disclosed by Procuring Agency or the State, the pricing, payments, and terms and conditions of this Agreement, and (6) State information that has not been publicly disclosed and that is utilized, received, or maintained by Procuring Agency, Contractor, or other participating State agencies for the purpose of fulfilling a duty or obligation hereunder.

- G. “Contract Manager” means a Qualified Person designated by the Procuring Agency who is responsible for all aspects of the administration of this Agreement. Under the terms of this Agreement, the Contract Manager will be TBD or his/her Representative.
- H. “Data” means a compilation, body, set or sets, of discrete information gathered by Procuring Agency and/or Contractor which Procuring Agency owns and/or controls and which concerns, and may be utilized or manipulated by Procuring Agency and/or Contractor, to further Procuring Agency’s governmental interests, role and mission (“Mission”). Data includes, but is not limited to, the Procuring Agency’s information, whether or not stored in one or more databases, Confidential Information and other internal information which affects or may affect the Procuring Agency’s ability to further its Mission.
- I. “Default” means a violation or breach of this Agreement by a Party’s either: (1) failing to perform one’s own contractual obligations hereunder, or (2) by interfering with the other Party’s performance of its obligations hereunder.
- J. “Deliverable” means the verifiable outcomes, results, the Services or products that Contractor will develop, perform, and/or produce and deliver to Procuring Agency according to the Scope of Work.
- K. “DoIT” means the New Mexico State Department of Information Technology.
- L. “DoIT CIO” means DoIT’s Cabinet Secretary or Chief Information Officer, who also serves as the State’s Chief Information Officer.
- M. “Employees” means stockholders, directors, officers, employees and agents.
- N. “Escrow” means a legal document (such as Source Code) delivered by Contractor to a third-party escrow agent (“Escrow Agent”) and held by Escrow Agent until Procuring Agency Accepts one or more the Deliverables; in the event Contractor Defaults this Agreement, Procuring Agency will receive the legal document, *e.g.*, Source Code, from Escrow Agent.
- O. “Enhancement” means any modification including addition(s), modification(s), or deletion(s) that, when Contractor makes or adds to a Deliverable, materially improves the Deliverable’s utility, efficiency, functional capability, or application (“Utility”). An error correction is not an Enhancement unless the Deliverable’s Utility is improved in Contractor’s process of making the error correction.
- P. “Executive Level Representative” or “ELR” means the individual designated and empowered with the authority to represent and make decisions on behalf of Procuring Agency or the Representative of the Executive Level Representative.
- Q. “GRT” means New Mexico gross receipts tax.
- R. “GSD” means the General Services Department; “GSD/CRB” means the General Services Department, Contracts Review Bureau.
- S. “Intellectual Property (IP)” means any and all proprietary information or material, whether tangible or intangible, whether derived, embodied, composed or comprised of any hard copy, soft copy, electronic format, hardware, firmware, software or manifested in any other form,

whether solid, liquid or vapor, that consists of, or is directly or indirectly related to, Know How, trade secrets, copyrightable material, patent protected or protectable inventions and/or information, U.S. and foreign patent applications and patents, service marks, trademarks, and trade names, any of which is conceptualized, created or developed by either one or both of the Parties. For the purposes of this Agreement each Party will have exclusive ownership rights and control over Intellectual Property that the Party owns or controls prior to the commencement of this Agreement (“Pre-Owned IP”). Intellectual Property that Contractor creates during the course of Contractor’s performance of work hereunder will be deemed work made for hire (“Work Made for Hire”). The Procuring Agency will be considered to be the creator and sole and exclusive owner of all Work Made for Hire. Contractor agrees that Contractor will not make any application for nor any other claim of ownership regarding any Work Made For Hire or any of the Procuring Agency’s Pre-Owned IP. Together, any and all combinations of Procuring Agency’s Pre-Owned IP and Work Made for Hire will comprise “Agency IP.”

- T. “Independent Verification and Validation (“IV&V”)” means the process whereby Procuring Agency retains an independent expert to evaluate, verify and issue a written validation opinion concerning Contractor’s performance of the Project and to determine Contractor’s compliance with the requirements stated in the Scope of Work, whether with respect to evaluating certain stages of the Deliverables, or to evaluating the body of the Deliverables as a whole, or both.
- U. “Know How” means the idea(s), technical information and knowledge including, but not limited to, documents, computer storage devices, drawings, flow charts, plans, proposals, records, notes, memoranda, manuals and other tangible items containing, relating to, or causing the enablement of the Work Made for Hire and the Intellectual Property developed hereunder.
- V. “Payment Invoice” means each of Contractor’s detailed, certified and written requests for payment concerning the Deliverables that Contractor renders to Procuring Agency. Each Payment Invoice must identify each Deliverable for which the Payment Invoice is submitted and must include the price stated in the Scope of Work (Deliverables section), and in Article 3, below, as well as Contractor’s actual charge, for each Deliverable.
- W. “Project” means the sum of Contractor’s efforts necessary to produce and deliver the Deliverables to Procuring Agency according to the Scope of Work. **[If applicable, insert only for DoIT certified projects:** The title for this Project is Medical Cannabis Patient Registry and Seed-to-Sale, Traceability and Tracking Registry.
- X. “Project Manager” means a Qualified Person appointed by Procuring Agency who oversees and manages Contractor’s efforts to produce and deliver the Deliverables to Procuring Agency. The Project Manager for this Project is TBD or his/her Representative.
- Y. “Qualified Person” means a person who has demonstrated experience performing and completing activities and tasks similar to the Project.
- Z. “Quality Assurance” or “Quality Assurance Review” means the planned and systematic pattern of rules, measures, procedures and process established by Procuring Agency to ensure that each Deliverable conforms to the requirements stated in the Scope of Work.
- AA. “Representative” means one or more substitute person(s) for a title or role, e.g. Project Manager or Contract Manager, when the Party’s primary contact person is unavailable.
- BB. “Scope of Work” or “SOW” means the statements of Purpose and the Deliverables attached to this Agreement as Exhibit “A.” and Exhibit “B”.

- CC. “Service” or “the Services” means the task(s), function(s), and responsibility(ies) assigned to, and performed by Contractor according to the SOW.
- DD. “State” means the State of New Mexico.
- EE. “State Purchasing Agent (NMSPA)” means the New Mexico State Purchasing Agent or his/her Representative.
- FF. “State Purchasing Division (SPD)” means the State Purchasing Division of the New Mexico General Services Department.
- GG. “Software” means the operating system and/or application software used by Contractor to provide the Deliverables hereunder. Software may include, but is not limited to, Third Party Software. “Third Party Software” means software owned by third parties which is utilized by Contractor and/or Procuring Agency hereunder.
- HH. “Software Maintenance” means the set of activities that result in changes to the Accepted (baseline) product set of Software. These activities consist of corrections, insertions, deletions, extensions, and Enhancements to the baseline Software and operating system.
- II. “Source Code” means the human-readable programming instructions organized into sets of files that represent the business logic for the Project application. Source Code may be read as text and subsequently edited, requiring compilation or interpretation by a Qualified Person into binary or machine-readable form before being directly useable by a computer.
- JJ. “Turnover Plan” means the written plan developed by Contractor and approved by Procuring Agency to continue the Project in the event the Deliverables stated in the SOW are transferred, either directly to Procuring Agency or to a third party.

ARTICLE 2 – SCOPE OF WORK

- A. The Scope of Work. The Scope of Work, or “SOW” attached hereto as “Exhibit A,” is incorporated into this Agreement as if fully set forth herein. The SOW governs Contractor’s production and delivery of the Deliverables to Procuring Agency. The Parties may amend the SOW by executing one or more mutually agreed upon written amendments. In the event a conflict of terms exists between this Agreement and the SOW, the terms of this Agreement will govern.
- B. Contractor Default. Contractor will deliver the Deliverables as stated in the SOW. In the event Contractor fails to deliver the Deliverables according to the SOW, Procuring Agency may declare Contractor to be in Default hereunder. In the event the Procuring Agency declares Contractor to be in Default, Procuring Agency will give written notice to Contractor describing the Default and will specify a reasonable period of time during which Contractor will remediate the Default. Contractor will then give Procuring Agency a written response that advises Procuring Agency concerning the measures Contractor will take to cure the Default as well as Contractor’s proposed timetable for implementing those measures. Nothing in this Section will be construed to prevent the Procuring Agency from exercising Procuring Agency’s rights pursuant to Article 6 or Article 16, below.
- C. Schedule. Contractor will deliver the final Deliverables to Procuring Agency on or before the due dates stated in the SOW. The due dates will not be altered or waived by Contractor absent Procuring Agency’s prior written consent, according to the Amendment process stated in Article 25, below.
- D. License. Contractor hereby grants Procuring Agency a non-exclusive, irrevocable, license to use, but not to sublicense, sublicense, modify or enhance, the software system and related

modules and any and all updates or as stated in Article 2 and the SOW for the term of this Agreement.

Procuring Agency's right to copy the Software is limited to the Procuring Agency's archival, backup and training purposes only. All of the Procuring Agency's archival and backup copies of the Software are subject to the provisions of this Agreement, and Procuring Agency will reproduce all Software related titles, patent numbers, trademarks, copyright and other restricted rights notices on Procuring Agency's Software copies.

1. Contractor will maintain, at Contractor's sole expense, a copy of the Software Source Code to be kept by Escrow Agent and will identify Procuring Agency as an authorized recipient of the Software Source Code from Escrow Agent. Contractor will store the Software Source Code in magnetic form on media specified by Procuring Agency. Escrow Agent will be responsible for storing and safekeeping the Software Source Code magnetic media. Contractor will replace the escrowed Software Source Code magnetic media at least every six (6) months to ensure readability and to preserve the Software at the then current revision level. Contractor will include all associated Software documentation with the magnetic media, which will allow Procuring Agency to "top load," compile and maintain the Software in the event of Contractor's Default(s).
2. In the event Contractor (a) ceases to do business or ceases to support the Project, or (b) fails to make adequate provision for continued support of the Software that Contractor develops or provides to Procuring Agency, or (c) if Contractor Defaults hereunder, or (d) if this Agreement is terminated, Contractor will, within a twenty-four (24) hour period, make all of the following items available to Procuring Agency: (i) the latest available Source Code and documentation related to the Software that Contractor develops or provides according to the SOW; (ii) the Source Code and compiler/utilities necessary to maintain Procuring Agency's system; and, (iii) Contractor's related documentation for Software developed by third parties to the extent Contractor is authorized to disclose such Software to Procuring Agency. In any of the above circumstances (a), (b), (c) or (d), Contractor will, by virtue of this Section, grant Procuring Agency an automatic, uncontested and unlimited right to use, modify and copy the Software, the Source Code and all of their related documentation.

E. Source Code. Contractor will deliver any and all Software and Source Code that Contractor develops as a result of Contractor's new development and/or maintenance Software releases. Each of Contractor's Application Deployment Packages ("ADP") must be able to reproduce fully operational applications that include all base application functionalities, all cumulative release functionalities and include the functionalities, as documented, verified and supported by Contractor, which comprise each new application release.

F. Procuring Agency's Rights.

1. Rights to Software. Procuring Agency will have rights to the software as stated in Article 2. D., above.

2. Protection of Proprietary Rights. Contractor will reproduce and attach the State's copyright, product identifications and other proprietary notices on the copies Contractor makes and delivers of the Software, the Source Code and other Deliverables for Procuring Agency, in whole or in part, or on any electronic, hard copy or other tangible form of the Deliverables.
3. Protection of Data. Contractor will protect and safekeep all of Procuring Agency's Data to the same or a higher degree of care that Contractor takes with respect to its own information and data. Contractor will implement all measures necessary to protect Procuring Agency's Data from any and all harm, including but not limited to, breach, intrusion, contamination, corruption, loss, leak, theft, disintegration, viral attack, denial-of-service, malware, worms, trojans, ransomware, hacking, phishing, skimming and other damage of any kind (collectively "Data Damage"), whether caused by Contractor, Contractor's Employees or one or more third parties. In the event a Data Damage incident occurs while Procuring Agency's Data is within Contractor's purview and/or control, within one (1) hour of Contractor's discovery of a Data Damage incident, Contractor will notify the Project Manager concerning the Data Damage incident, including sufficient information for the Project Manager to determine, in conjunction with Contractor, which measures, if any, Contractor must implement to mitigate the Data Damage.
4. Rights to Data. Any and all of the Procuring Agency's Data that is stored upon Contractor's servers or lies within Contractor's custody hereunder, is Procuring Agency's sole and separate property and inures to Procuring Agency's exclusive benefit. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and/or assigns will make use of, disclose, sell, copy, license or reproduce Procuring Agency's Data in any manner, or provide of Procuring Agency's Data to any third party absent Procuring Agency's prior written authorization.

ARTICLE 3 - COMPENSATION

- A. Compensation Schedule. The Procuring Agency will pay the Contractor according to the fixed price set for each Deliverable, per the schedule stated in the SOW, less retainage, if any, as identified in Paragraph D.
- B. Payment. The total compensation hereunder will not exceed **Insert Dollar Amount** excluding New Mexico gross receipts tax. This amount is the maximum total amount; it is not a guarantee that the work to be performed by Contractor, and the total of the corresponding payments that Procuring Agency pays to Contractor, will equal the maximum total amount. However, the Parties do not intend for Contractor to continue to deliver the Deliverables without compensation once the total compensation amount has been reached. Therefore, Contractor must notify Procuring Agency before the price of a Deliverable reaches the compensation amount for that Deliverable stated in the SOW. In no event will Procuring Agency pay Contractor for any Deliverables in an amount that exceeds the maximum total amount without this Agreement being amended in writing prior to Contractor's continued delivery of the Deliverables.

Procuring Agency will pay Contractor upon Procuring Agency's Acceptance of each Deliverable according to Article 4, below, and upon the receipt and Acceptance of Contractor's detailed and certified Payment Invoice(s). Procuring Agency will forward its

payments to Contractor's designated mailing address, stated in Article 28, below. In accordance with Section 13-1-158 NMSA 1978, Procuring Agency will tender payment to Contractor within thirty (30) days of the date of Procuring Agency's written certification of Acceptance. All Payment Invoices MUST BE received by Procuring Agency no later than fifteen (15) days after the termination of this Agreement. Contractor's Payment Invoices received by Procuring Agency later than fifteen (15) days after the termination of this Agreement WILL NOT BE PAID.

C. Taxes.

Contractor will not be reimbursed by Procuring Agency for applicable New Mexico gross receipts taxes ("GRT"), excluding interest or penalties assessed on Contractor by the New Mexico Taxation and Revenue Department. Contractor is solely responsible for the payment of GRT for any money Contractor receives hereunder. Contractor must report its GRT, income tax and other tax obligations under Contractor's Federal and State tax identification number(s).

Contractor and its subcontractors, if any, will pay all Federal, State and local income and other taxes and government fees applicable to its operation(s) as well as the taxes and fees associated with Contractor's employment of its Employees. Contractor will require its subcontractors, if any, to hold Procuring Agency harmless from any responsibility for taxes, damages, fees and interest, if applicable, as well as any and all contributions required under Federal and/or state and local laws and regulations, including any other costs, transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

D. Retainage. Procuring Agency will retain twenty percent (20%) of the fixed-price cost of each stated Deliverable as security for Contractor's full performance of this Agreement. Procuring Agency will release all retained amounts to Contractor upon Procuring Agency's Acceptance of the final Deliverable.

E. Performance Bond. Not Applicable. The parties agree there is no Performance Bond.

ARTICLE 4 – ACCEPTANCE

A. Submission. Upon Contractor's completion and delivery of each Deliverable stated in the SOW, Contractor will submit a Payment Invoice, together with an accurate description of the Deliverable, to Procuring Agency. Contractor will submit its Payment Invoices to Procuring Agency according to, or lower than, the Deliverable price stated in the SOW, less the retainage, if any, stated in Article 3(D), above. Contractor will not submit Payment Invoices to Procuring Agency for any amount(s) that exceed the amount(s) stated in the SOW absent Procuring Agency's prior written permission.

B. Acceptance. According to Section 13-1-158 NMSA 1978, the ELR will determine whether the Deliverable(s) meet(s) the specifications stated in the SOW. Procuring Agency will not pay for any Deliverable until the ELR Accepts the Deliverable in writing. In order to Accept a Deliverable, the ELR, in conjunction with the Project Manager, will perform a Quality Assurance Review of the Deliverable to determine, at a minimum, whether the Deliverable:

1. Meets or exceeds the Deliverable requirements stated in the SOW; and
2. Complies with the terms and conditions of the RFP, and
3. Meets or exceeds the generally accepted industry standards and procedures applicable to the Deliverable(s); and
4. Complies with all other of Contractor's requirements, duties and obligations hereunder.

In the event the ELR Accepts a Deliverable according to the ELR's Quality Assurance Review, the ELR will send Contractor the ELR's written Acceptance within fifteen (15) days (the "Acceptance/Rejection Period") from the date the ELR receives each of Contractor's Payment Invoice(s).

Rejection. If the ELR fails to give Contractor notice of Procuring Agency's rejection of a Payment Invoice within the Acceptance/Rejection Period, the Deliverable, together with its corresponding Payment Invoice will be deemed to be Accepted by Procuring Agency. In the event the ELR rejects the Deliverable following the ELR's Quality Assurance Review within the Acceptance/Rejection Period, the ELR will send Contractor a rejection notice together with a consolidated set of comments ("Comments") indicating the issues, unacceptable items, and/or requested revisions that Contractor should make or perform with respect to the rejected Deliverable. Upon Contractor's receipt of the ELR's rejection and Comments, Contractor will have ten (10) Business Days to resubmit the rejected Deliverable to Procuring Agency together with Contractor's revisions, corrections and/or modifications made according to the ELR's Comments. Upon receipt of Contractor's revised, corrected or modified ("Revised") Deliverable, the ELR will determine whether the Revised Deliverable is Acceptable by conducting a second Quality Assurance Review. The ELR will then issue a written determination of Procuring Agency's acceptance or rejection of the Revised Deliverable within fifteen (15) Business Days of Procuring Agency's receipt of the Revised Deliverable. In the event the ELR rejects the Revised Deliverable according to the second Quality Assurance Review, Contractor will be then required to provide a remediation plan that will include a list of Contractor's planned corrective measures and an associated timeline for Contractor to complete its remediation of the Deliverable. Contractor's remediation plan must be accepted by the ELR prior to Contractor's implementation of its Deliverable remediation plan. At the same time, Contractor will also be subject to pay Procuring Agency all of Procuring Agency's monetary damages associated with Contractor's failure to timely deliver an Acceptable Deliverable and must complete all remedies attributable to Contractor's late delivery of the Deliverable. In the event ELR rejects a Deliverable three (3) times, Procuring Agency may declare Contractor to be in Default and may immediately terminate this Agreement. Procuring Agency may then seek to recover from Contractor any and all damages and remedies available hereunder and otherwise available in law or equity.

ARTICLE 5 – TERM

THIS AGREEMENT WILL BECOME EFFECTIVE AND BINDING ONLY UPON THE SIGNATURE OF THE CONTRACTS REVIEW BUREAU.

This Agreement will terminate on **[Insert Date]**, unless terminated pursuant to Article 6, below. The term of this Agreement, including extensions and renewals, will not exceed four (4) years, except as may otherwise be allowed by Section 13-1-150 NMSA 1978.

ARTICLE 6 – TERMINATION

- A. Grounds. Procuring Agency may terminate this Agreement at any time for convenience or cause. Contractor may only terminate this Agreement in the event Procuring Agency materially Defaults hereunder and subsequently fails to cure its Default within ninety (90) days from the date Contractor first declares Procuring Agency to be in Default.
- B. Appropriations. Procuring Agency may terminate this Agreement if required by changes in State or federal law, or so ordered by a court of competent jurisdiction, or due to insufficient appropriations made available by the United States Congress and/or the State Legislature concerning the Parties' performance hereunder. Procuring Agency's determination concerning whether sufficient appropriations are available will be deemed fully accepted by Contractor and will be final. In the event Procuring Agency terminates this Agreement pursuant to this subparagraph B, Procuring Agency will provide Contractor written notice of such termination at least fifteen (15) Business Days prior to the effective date of the termination.
- C. Notice; Opportunity to Cure.
1. Except as otherwise provided in Paragraph (B), immediately above, Procuring Agency will give Contractor written notice of Procuring Agency's intended termination at least thirty (30) days prior to the effective termination date.
 2. Contractor will give Procuring Agency written notice of Contractor's termination at least thirty (30) days prior to Contractor's effective termination date, which notice will (i) identify Procuring Agency's material Default(s) upon which Contractor bases its termination, and (ii) state the measures Procuring Agency should implement to cure such material Default(s). Contractor's termination notice to Procuring Agency will only take effect: (i) if Procuring Agency fails to commence curing Procuring Agency's material Default(s) within Contractor's thirty (30) day notice period, or (ii) in the event Procuring Agency cannot commence to cure its material Default(s) within Contractor's thirty (30) day notice period, Procuring Agency will issue a written notice to Contractor concerning: (a) Procuring Agency's intent to cure, and (b) Procuring Agency's commencement of the due diligence necessary to cure its material Default.
 3. Notwithstanding the foregoing, Procuring Agency may terminate this Agreement immediately upon its written notice sent to Contractor: (i) in the event Contractor becomes patently unable to deliver the Deliverables, as Procuring Agency may, in its sole and exclusive discretion, determine; (ii) if, during the term of this Agreement, Contractor is suspended or debarred by the State Purchasing Agent; or (iii) this Agreement is terminated pursuant to Article 5, above.
- D. Liability. Except as otherwise expressly allowed or provided hereunder, Procuring Agency's sole liability upon termination by either Party will be to compensate Contractor for Contractor's Acceptable work performed prior to Contractor's receipt or issuance of a written termination notice; provided, however, that a notice of termination issued by either Party will not nullify or otherwise affect either Party's liability for pre-termination defaults hereunder. Contractor will submit a Payment Invoice to Procuring Agency for Contractor's Acceptable work within thirty (30) days of receiving or issuing a notice of termination.

THE PROVISIONS CONTAINED WITHIN THIS ARTICLE 6 ARE NOT EXCLUSIVE AND DO NOT ACT TO WAIVE PROCURING AGENCY'S OTHER LEGAL RIGHTS AND EQUITABLE REMEDIES ENGENDERED BY CONTRACTOR'S DEFAULT HEREUNDER.

ARTICLE 7 – TERMINATION MANAGEMENT

- A. Contractor's Duties. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all of Procuring Agency's other rights to receive Deliverables and other property hereunder, Contractor will:
1. Transfer, deliver, and/or make readily available to Procuring Agency every Deliverable, partially completed Deliverable, and any and all other property in which Procuring Agency has a financial interest, including but not limited to, any and all Procuring Agency Data and/or Procuring Agency Intellectual Property;
 2. Not incur any further financial obligations for materials, services, or facilities hereunder absent Procuring Agency's prior written approval;
 3. Terminate all of Contractor's purchase orders, procurements and subcontractors and will cease all work, except as Procuring Agency may direct, for the orderly completion of the Deliverables and the transition, if any, to a third party;
 4. Take and effect all actions as Procuring Agency may direct, for the protection and preservation of the Deliverables, the Data, Procuring Agency's Intellectual Property and all other all Procuring Agency property as well as any and all records pertaining to, related to and/or required hereunder;
 5. Agree in writing that Procuring Agency is not liable for any costs arising out of the termination other than the costs related to the Deliverables Accepted by Procuring Agency prior to the termination;
 6. Cooperate fully in the closeout or transition of Contractor's activities to facilitate Procuring Agency's administration continuity with respect to Procuring Agency's ongoing projects and programs;
 7. In the event this Agreement is terminated due to Contractor's Default, lack of performance and/or negligence or willful misconduct, which result(s) in funding reduction(s) to Procuring Agency from any governmental or other source, Contractor will remit the full amount of the funding reduction(s) to Procuring Agency within thirty (30) days of the date of Procuring Agency's request to Contractor for remittance of the funding reduction(s);
 8. Should this Agreement terminate due to Contractor's Default, Contractor will reimburse Procuring Agency for all costs arising from retaining one or more third party(ies) at potentially higher rates as well as for all other direct and indirect costs incurred by Procuring Agency following Contractor's Default up to the full amount of the total compensation stated in Article 3. B. above;
 9. In the event this Agreement is terminated for any reason, or upon its expiration, Contractor will develop and submit for Procuring Agency's Acceptance a turnover plan ("Turnover Plan") at least ten (10) Business Days prior to the effective date of termination or expiration of this Agreement. Contractor's Turnover Plan will state Contractor's policies, procedures, and measures necessary to ensure: (1) the least disruption in the delivery of the Deliverables during Procuring Agency's transition of the Project to a third party; and (2) Contractor's cooperation with Procuring Agency

and the third party with respect to Contractor's orderly transfer of all partial or completed Deliverables to Procuring Agency and the third party.

Contractor's Turnover Plan will consist of Contractor's orderly and timely transfer or return to Procuring Agency of any and all documents, files, Procuring Agency Data, the Software, the Source code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials. Upon receipt of Procuring Agency's written request for such transfer or return, Contractor will, within five (5) Business Days, provide to Procuring Agency a copy of Contractor's most recent versions of all pertinent documents, files, Procuring Agency's Data, the Software, the Source Code, all other related software, documentation, the system turnover plan, IP Procuring Agency IP and other materials, whether provided by Procuring Agency or created by Contractor hereunder.

- B. Procuring Agency. In the event this Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth in this Agreement, Procuring Agency will:
1. Retain ownership of all Deliverables, Procuring Agency's Intellectual Property, Contractor's other work products hereunder, and all related documentation created by Contractor hereunder; and
 2. Pay Contractor all amounts due for the Deliverables Accepted by Procuring Agency prior to the effective date of such termination or expiration.

ARTICLE 8 – INDEMNIFICATION

- A. General. Contractor will defend, indemnify and hold harmless Procuring Agency, the State and their Employees free from all actions, proceedings, claims, demands, costs, damages, attorneys' fees and all other liabilities and expenses of any kind from any source which may arise out of Contractor's performance of this Agreement, which is caused by Contractor's or Contractor's Employees' negligent act(s) or failure(s) to act, during the time when Contractor, and/or any of Contractor's Employees, has delivered or is delivering the Deliverables hereunder. In the event that any action, suit or proceeding related to the Deliverables is brought against Contractor and/or any of Contractor's Employees, Contractor will, as soon as practicable, but no later than two (2) Business Days after Contractor receives notice thereof, will notify, by certified mail, the legal counsel of Procuring Agency, the Risk Management Division of GSD, and DoIT.
- B. The indemnification obligation hereunder will not be limited by the existence of any insurance policy or by any limitation concerning the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and will survive the termination of this Agreement. Money due or to become due to Contractor hereunder may be retained by Procuring Agency, as necessary, to satisfy any outstanding claim that Procuring Agency may have against Contractor.

ARTICLE 9 – INTELLECTUAL PROPERTY

Ownership. Procuring Agency IP will solely belong and inure to Procuring Agency for Procuring Agency's sole and exclusive use and benefit. Procuring Agency will own and control all right, title and interest to Procuring Agency IP on a worldwide basis. None of Contractor or Contractor's Employees, subcontractor(s), affiliates and assigns will utilize, copy, re-compile, re-engineer, reverse engineer, create derivative works, or otherwise utilize Procuring Agency IP for Contractor's benefit or the benefit of any third party or for any purpose other than to fulfill Contractor's obligations hereunder. Contractor will not disclose Procuring Agency IP to any entity or person outside of Procuring Agency absent Procuring Agency's prior written permission.

Contractor will notify Procuring Agency, within ten (10) Business Days, of any IP created hereunder by Contractor, Contractor's Employees or Contractor's subcontractor(s), all of which IP will be considered Work For Hire and a part of Agency IP. Contractor, on behalf of itself and its Employees and subcontractor(s), will execute or will cause to have executed any and all written assignments and other document(s) necessary to ensure that ownership of such IP vests solely in Procuring Agency. Contractor will take no affirmative action(s) that might have the effect of vesting all or any portion of Procuring Agency IP in any person or entity other than Procuring Agency.

In the event, by judgment of a court of competent jurisdiction, Procuring Agency IP is deemed not to have been created or owned by Procuring Agency, Contractor will grant to Procuring Agency and the State, a perpetual, non-exclusive, royalty free license to reproduce, publish, use, copy and modify all or any portion of the disputed IP for Procuring Agency's and/or the State's continued use. Procuring Agency, together with DoIT, may extend to Contractor the privilege of utilizing all or any portion(s) of Procuring Agency IP through one or more intellectual property use license agreements that may be created separate and apart from this Agreement.

ARTICLE 10 – INTELLECTUAL PROPERTY LICENSE AND INDEMNIFICATION

- A. Intellectual Property License. For the purpose of this Agreement, Contractor hereby grants Procuring Agency a full, complete and non-transferable right and license to utilize any and all of Contractor's Related Pre-Owned IP for so long as Procuring Agency utilizes the Software, Source Code and other Deliverables. Contractor does not grant Procuring Agency any right or license to utilize Contractor's Unrelated Pre-Owned IP. If Contractor expects that any of Contractor's Pre-Owned IP will be used by Contractor to fulfill the scope of work under this Agreement, it is Contractor's responsibility to make the Procuring Agency aware of such Pre-Owned IP in order to eliminate questions of ownership of such IP. If Contractor does use Pre-Owned IP to fulfill the scope of work under this Agreement and identifies such, Contractor, at Procuring Agency's request, hereby grants Procuring Agency a permanent, full, complete, non-sublicensable, and non-transferable right and license to utilize any and all such IP.
- B. Intellectual Property Indemnification. At Contractor's sole expense, Contractor will defend Procuring Agency, the State and/or any other State entity against any claim brought or made by a third party alleging that any product, Service or Deliverable that Contractor provides hereunder infringes the third party's Intellectual Property (an "Infringement Claim"). Contractor will pay all costs, damages and attorney's fees and monetary damages that may be

awarded as a result of such Infringement Claim(s) in addition to the amount of the judgment award(s). To qualify to receive Contractor's defense cost(s) and/or other payment(s) related to any Infringement Claim(s), Procuring Agency will:

1. Give Contractor written notice, within forty-eight (48) hours, of Procuring Agency's receipt of an Infringement Claim;
2. Work with Contractor to control the defense and settlement of the Infringement Claim(s); and
3. Cooperate with Contractor, in a reasonable manner, to facilitate Contractor's defense or settlement of the Infringement Claim(s).

C. Procuring Agency's Rights. In the event any product, Service or Deliverable that Contractor provides to Procuring Agency hereunder becomes, or in Contractor's opinion is likely to become, the subject of an Infringement Claim, Contractor will, at its sole cost and expense:

1. Provide Procuring Agency the right to continue using the product, Service or Deliverable and fully indemnify Procuring Agency against any and all Infringement Claim(s) that may arise from Procuring Agency's use of the product, Service or Deliverable;
2. Replace or modify the product, Service or Deliverable so that such product, Service or Deliverable becomes non-infringing; or
3. Accept the return of the product, Service or Deliverable and refund an amount equal to the value of the returned product, Service or Deliverable, less the unpaid portion of the purchase price and any other amounts, which Procuring Agency owes to Contractor. Contractor's obligation will be void with respect to any product, Service or Deliverable modified by Procuring Agency to the extent the modification is the direct cause of the Infringement Claim.

ARTICLE 11 - WARRANTIES

A. General. Contractor hereby expressly warrants the Deliverable(s) will be correct in all aspects according to the specifications stated in the SOW and all generally accepted industry standards (the combination of which comprise the "Applicable Specifications"). Contractor's warranty includes, but is not limited to, Contractor's making correction(s) of defective Deliverable(s) and revision(s) of those defective Deliverables, as necessary, including Contractor's repair of deficiencies in the Deliverables that are discovered during testing, implementation, or post-implementation phases.

C. Software. Contractor warrants that Software will be correct in all aspects according to the Applicable Specifications. Contractor further warrants that Software will meet the Applicable Specifications for four (4) years following Acceptance by the ELR and implementation by Procuring Agency. In the event Software fails to meet the Applicable Specifications during the warranty period, Contractor will correct the deficiencies, at no additional cost to Procuring Agency, so that the Software meets the Applicable Specifications.

ARTICLE 12 – CONTRACTOR PERSONNEL

- A. Key Personnel. Contractor's key personnel ("Key Personnel") will not be diverted from this Agreement absent Procuring Agency's prior written approval. Key Personnel are those individuals Procuring Agency considers to be mandatory to the work to be performed hereunder. Contractor's Key Personnel hereunder will be:

[Insert Contractor and/or Subcontractor Key Personnel name(s) and title(s)]

- B. Personnel Changes. In the event Contractor replaces any of its personnel, Contractor will make such replacement(s), with Contractor's other personnel of equal or superior ability, experience, and qualifications. Contractor's personnel replacements must be pre-approved in writing by Procuring Agency's Project Manager. For all of Contractor's personnel, Procuring Agency reserves the right to require submission of their resumes prior to receiving Procuring Agency's approval. In the event Contractor reduces the number of its personnel assigned to the Project for any reason, Contractor will, within ten (10) Business Days of its personnel reduction, replace those persons with the same or a greater number of persons with equal or superior ability, experience, and qualifications, subject to Procuring Agency's prior written approval. Procuring Agency, in its sole and exclusive determination, may extend the time Contractor is allowed beyond the required ten (10) Business Day period concerning Contractor's replacement of its personnel. Contractor will include status reports to Procuring Agency concerning Contractor's personnel replacement efforts as well as the impact upon the progress of the Project due to the absence of Contractor's personnel. In addition, Contractor will make interim arrangements to assure that the progress of the Project remains unimpeded by the loss of any of Contractor's personnel. Procuring Agency reserves the right to require a change in Contractor's personnel in the event Contractor's personnel are not, in Procuring Agency's sole and exclusive determination, meeting Procuring Agency's standards and/or expectations.

ARTICLE 13 – INDEPENDENT CONTRACTOR STATUS

- A. Independent Contractor. For the purposes of this Agreement, Contractor and Contractor's Employees are independent Contractors who produce and deliver the Deliverables to Procuring Agency. Contractor's Employees are neither employees nor agents of the State ("State Employees"). None of Contractor and Contractor's Employees will accrue State benefits, including but not limited to, leave, retirement, insurance, bonding, use of state vehicles, or any other benefits that may be afforded to State Employees as a result of Contractor's entering this Agreement. Contractor acknowledges and agrees that all sums received hereunder are either reportable as a separate business entity or are, in the event Contractor operates as a sole proprietorship, personally reportable by Contractor for income and GRT tax purposes as self-employment or business income and are reportable for self-employment tax.
- B. Subject of Proceedings. Contractor warrants that neither Contractor nor any of Contractor's Employees are presently subject to any litigation or administrative proceeding before any court or administrative body which could adversely affect Contractor's ability to perform hereunder; nor, to the best of Contractor's knowledge, information or belief, is any such litigation or proceeding presently threatened against Contractor or any of Contractor's Employees. In the

event any such proceeding is initiated or threatened during the term of this Agreement, Contractor will immediately disclose such initiation or threat to Procuring Agency.

ARTICLE 14 - CHANGE MANAGEMENT

Change Request Process. In the event circumstances warrant Contractor making a Change to accomplish the SOW, Contractor will submit a Change Request to Procuring Agency. Each Change Request must meet the following criteria:

1. The Project Manager will draft a written Change Request for the ELR's review and approval, including:
 - (a) the name of the person requesting the Change;
 - (b) a summary of the requested Change;
 - (c) the start date for the requested Change;
 - (d) the reason and necessity for the requested Change;
 - (e) the elements in the Deliverable(s) and/or the SOW that must be altered in order for Contractor to produce and deliver the Change; and
 - (f) the impact of the Change upon the Project.
2. The ELR will provide a written decision concerning each Change Request to Contractor within ten (10) Business Days of the ELR's receipt of each Change Request. All decisions made by the ELR concerning a Change Request will be deemed final. Each Change Request, once approved by the ELR, will be integrated into the SOW through an Amendment executed by the Parties if required by Article 25, Section 2.

ARTICLE 15 – INDEPENDENT VERIFICATION AND VALIDATION

- A. In the event IV&V Professional Services are used for the Project associated with this Agreement, Contractor will fully comply and cooperate with the IV&V vendor. Contractor's cooperation includes, but is not limited to:
 1. Providing the Project documentation;
 2. Allowing the IV&V vendor to attend Project related meetings; and
 3. Supplying the IV&V vendor with any/all other information and/or material(s) as may be directed by the Project Manager.
- B. In the event the purpose of this Agreement is for Contractor to provide IV&V Professional Services, then Contractor will:
 1. Submit its IV&V reports directly to DoIT's Project Oversight and Compliance Division (EPMO@state.nm.us) according to DoIT's IV&V Reporting Template and Guidelines located on DoIT's webpage: http://www.doit.state.nm.us/project_templates.html, with a copy to Procuring Agency.
 2. Use a report format consistent with DoIT's IV&V Reporting Template and Guidelines located on the same DoIT website.

ARTICLE 16 – DEFAULT

In case of Contractor's Default, for any reason whatsoever, Procuring Agency and/or the State may procure the Deliverables from another source and hold Contractor responsible for any resulting excess costs and/or damages, including but not limited to, direct damages, indirect damages, consequential damages and special damages. Procuring Agency and/or the State may also seek all other available remedies against Contractor hereunder or which may be otherwise available under law or equity.

ARTICLE 17 – EQUITABLE REMEDIES

Contractor acknowledges that its failure to comply with any provision hereunder may cause Procuring Agency irrevocable harm and that a remedy at law for such a failure would constitute an inadequate remedy for Procuring Agency. Contractor consents to Procuring Agency's obtaining from a court of competent jurisdiction, specific performance, or injunction, or any other equitable relief in order to enforce such compliance. Procuring Agency's right to obtain equitable relief pursuant to this Agreement will be in addition to, and not in lieu of, any other remedy that Procuring Agency may have under applicable law, including, but not limited to, monetary damages.

ARTICLE 18 - LIABILITY

Contractor will be liable for damages arising out of injury to persons and/or damage to real, tangible or intangible property at any time, in any way, if and to the extent that the injury or damage was caused by or due to Contractor's fault or negligence or to a defect in Contractor's production or delivery of any Deliverable hereunder, whether Contractor produces or delivers the Deliverable in whole or part. Contractor will not be liable for damages arising out of, or caused by, alterations made by Procuring Agency to any equipment or its installation or for losses caused by Procuring Agency's fault or negligence. In the event Contractor's negligent or omitted production or delivery of any Deliverable results in a defect which is the direct or indirect cause of injury to any third party and/or employee of Procuring Agency or the State, nothing hereunder will act to limit Contractor's, or Contractor's Employees' liability to such third party and/or employee, or will act to limit any remedy that may exist under law or equity with respect to Contractor's and/or Contractor's Employees' negligent act or omission.

ARTICLE 19 – ASSIGNMENT

Contractor will not assign or transfer any of Contractor's interests, rights, responsibilities, duties, obligations and/or liabilities hereunder or assign any of Contractor's claims for money due or that might become due hereunder absent Procuring Agency's prior written approval.

ARTICLE 20 – SUBCONTRACTING

- A. General Provision. Contractor will not subcontract or assign any portion of this Agreement or the SOW to any subcontractor absent Procuring Agency's prior written approval. No such subcontracting or assignment will relieve Contractor of its direct and indirect responsibilities, duties, obligations and/or liabilities hereunder, nor will any such subcontracting trigger or

obligate Procuring Agency to make a payment, either directly or indirectly, to any subcontractor.

- B. Responsibility for Subcontractors to Maintain Confidentiality. Contractor will not disclose any of Procuring Agency's or State's Confidential Information to a subcontractor absent Procuring Agency's prior written consent. Each subcontractor will agree in a written form pre-approved by Procuring Agency to protect and keep confidential any and all Confidential Information in the same manner required of Contractor stated in Article 22, below.

ARTICLE 21 – RELEASE

Contractor's Acceptance of Procuring Agency's final payment made hereunder will operate as Contractor's full release of Procuring Agency, the State, and their officers, employees and agents from any and all liabilities, claims and obligations whatsoever arising hereunder.

ARTICLE 22 – CONFIDENTIALITY

Contractor will protect and keep confidential any and all Confidential Information that Procuring Agency provides to Contractor as well as any and all Confidential Information that Contractor develops based upon information provided by Procuring Agency during Contractor's performance hereunder. Contractor will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval. Upon termination of this Agreement, Contractor will: (a) deliver all Confidential Information in its possession to Procuring Agency within thirty (30) Business Days of the termination, and (b) Contractor will protect and will not make available or provide Confidential Information to any third party absent Procuring Agency's prior written approval for a period of five (5) years commencing on the termination or expiration date. Contractor acknowledges that Contractor's failure: (a) to deliver such Confidential Information to Procuring Agency, or (b) to protect and keep Confidential Information secret may result in Procuring Agency's seeking to obtain direct, special and/or incidental damages from Contractor.

ARTICLE 23 –CONFLICT OF INTEREST

Contractor warrants that it presently has no interest and will not acquire any interest, direct or indirect, which would conflict in any manner or degree with Contractor's delivery of the Deliverables required hereunder. Contractor certifies that it has followed the requirements of the Governmental Conduct Act, Sections 10-16-1 through 10-16-18, NMSA 1978, regarding contracting with a public officer, state employee or former state employee.

ARTICLE 24 - RECORDS AND AUDIT

Contractor will maintain detailed time and expenditure records, which indicate the date, time, nature and cost of the Deliverables rendered during this Agreement's term and will retain those records for a period of three (3) years from the date of Procuring Agency's final payment to Contractor hereunder. Contractor's records will be subject to inspection by Procuring Agency, DoIT's CIO, NMSPA, GSD, Department of Finance Authority and the New Mexico State Auditor's Office. Procuring Agency will have the right to audit Contractor's billings prior and subsequent to each of Procuring Agency's

payments made to Contractor. Procuring Agency's payment for the Deliverables hereunder will not foreclose Procuring Agency's right to recover Procuring Agency's payments made to Contractor or its affiliates against Contractor's excessive or illegal Payment Invoices, if any.

ARTICLE 25 - AMENDMENT

This Agreement will not be altered, changed, or amended except by an instrument in writing executed by the Parties. No amendment will be effective or binding unless approved by all of the State's and Contractor's approval authorities. Amendments are required for the following:

1. Deliverable requirements stated in the SOW;
2. Due Date of any Deliverable stated in the SOW only if due date change requires extension of Article 5 termination date;
3. Compensation for any Deliverable stated in the SOW;
4. Agreement Compensation, pursuant to Article 3; or
5. Agreement termination, pursuant to Article 5.

ARTICLE 26 – NEW MEXICO EMPLOYEES HEALTH COVERAGE

- A. In the event Contractor has, or grows to, six (6) or more employees who work, or who are expected to work, an average of at least twenty (20) hours per week over a six (6) month period on the Project during the term of this Agreement, Contractor certifies, by signing this Agreement, to have in place, and agree to maintain for the term of this Agreement, health insurance for those employees and offer that health insurance to those employees in the event the expected annual value in the aggregate of any and all contracts between Contractor and the State exceed two hundred and fifty thousand dollars (\$250,000).
- B. Contractor will maintain a record of the number of employees who have (a) accepted health insurance; (b) declined health insurance due to other health insurance coverage already in place; or (c) declined health insurance for other reasons. Contractor's records are subject to review and audit by a representative of the State.
- C. Contractor will advise Contractor's Employees concerning the availability of State publicly financed health care coverage programs by providing each employee with, as a minimum, the following web site link to additional information: <https://www.bewellnm.com>.
- D. For Indefinite Quantity, Indefinite Delivery contracts (statewide or agency price agreements without specific limitations on quantity and providing for an indeterminate number of orders to be placed against them); Contractor agrees those requirements will become applicable on the first day of the second month after Contractor reports its combined sales (to the State and, if applicable, to local public bodies in the event those sales are made pursuant to a statewide or agency price agreement) in the aggregated amount of two hundred and fifty thousand dollars (\$250,000) or more.

ARTICLE 27 – SEVERABILITY, MERGER, SCOPE, ORDER OF PRECEDENCE

- A. **Severability.** The provisions of this Agreement are severable, and in the event for any reason, a clause, sentence or paragraph of this Agreement is determined to be invalid by a court, agency or commission having jurisdiction over the subject matter hereof, such invalidity will not affect the other provisions of this Agreement, which will be given effect absent the invalid provision.
- B. **Merger/Scope/Order.** This Agreement incorporates any and all agreements, covenants and understandings between the Parties concerning the subject matter hereof, and all such agreements, covenants and understanding have been merged into this Agreement. No prior agreement or understanding, verbal or otherwise, of the Parties or their agents or assignees will be valid or enforceable unless stated in this Agreement.

ARTICLE 28 – NOTICES

All deliveries, notices, requests, demands or other communications provided for or required by this Agreement will be in writing and will be deemed to have been given when sent by registered or certified mail (return receipt requested), when sent by overnight carrier, or by email addressed to the other Party's Representative.

Notices will be addressed as follows:

For PROCURING AGENCY
Clay Bailey, Superintendent
Regulation and Licensing Department
clay.bailey@rld.nm.gov
2550 Cerrillos Road
Santa Fe, NM 87505

For CONTRACTOR
[Insert Name of Individual, Position
Company Name
E-mail Address
Telephone Number
Mailing Address]

Any change made concerning either a change of address or a replacement of a Party's Representative must be made in an email or a hard copy letter addressed to the other Party's Representative.

ARTICLE 29 – GENERAL PROVISIONS

A. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, including but not limited to:

1. Civil and Criminal Penalties. The Procurement Code, Sections 13-1-28 through 13-1-199 NMSA 1978, imposes civil and criminal penalties for its violation. In addition, the New Mexico criminal statutes impose felony penalties for illegal bribes, gratuities and kickbacks.
2. Equal Opportunity Compliance. Contractor will abide by all federal and state laws and rules and regulations, and executive orders of the Governor of the State, pertaining to equal employment opportunity. In accordance with all such laws of the State, Contractor will assure that no person in the United States will, on the grounds of race, religion, color, national origin, ancestry, sex, age, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation or gender identity, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed hereunder. In the event Contractor is found to be out of compliance with these requirements during the life of this Agreement, Contractor will take appropriate measures to correct its deficiencies.
3. Nondiscrimination. Contractor, and all deliverables under this Agreement, shall comply, as applicable, with the Federal Civil Rights Act of 1964, the American with Disabilities Act of 1990 (Public Law 101-336), and every other federal and state law that prohibits discrimination or mandates accommodation for disability, injury, sickness, disease or specified hardship. Any deliverable constituting an interactive or informational system or display solely for use or consumption by a public employee shall comply with accessibility standards for a comparable system or display used or consumed by a member of the public.
4. Workers Compensation. Contractor will comply with state laws and rules applicable to workers compensation benefits for its employees. In the event Contractor fails to comply with the Workers Compensation Act and applicable rules when required to do so, this Agreement may be terminated by Procuring Agency.
5. Inspection of Public Records Act (IPRA). Contractor will timely comply with the production of materials made under the Inspection of Public Records Act NMSA 1978, §14-2-1 to – 12, at the instruction of the Procuring Agency, at no cost to the requestor or Procuring Agency.

Applicable Law.

The laws of the State of New Mexico will govern this Agreement. Venue will be proper only in a New Mexico court of competent jurisdiction in accordance with Section 38-3-1 (G) NMSA 1978. By executing this Agreement, Contractor acknowledges and will submit to the jurisdiction of the courts of the State over any and all such lawsuits arising hereunder.

- B. Waiver. A Party's failure to require strict performance of any provision of this Agreement will not waive or diminish that Party's right thereafter to demand strict compliance with that or any

other provision. No waiver by a Party of any of its rights hereunder will be effective unless made in writing, and no effective waiver by a Party of any of its rights will be effective to waive any of its other rights, duties or obligations hereunder.

- C. Headings. Any and all headings within this Agreement are inserted for convenience and ease of reference and will not be considered in the construction or interpretation of any article, section or provision of this Agreement or the SOW. Numbered or lettered provisions, sections and subsections contained herein refer only to provisions, sections and subsections of this Agreement unless otherwise expressly stated.
- D. Dispute Resolution. In the event dispute arises between the Parties, either Party may send a letter to the other Party requesting the other Party to enter into a dispute resolution process, such as mediation or arbitration, in accordance with NMSA 1978 12-8A-1 through 12-8A-3.

ARTICLE 30 - SURVIVAL

The Articles titled Intellectual Property, Intellectual Property Ownership, Confidentiality, and Warranties will survive the expiration or termination of this Agreement. Software License and Software Escrow agreements entered into by the Parties in conjunction with this Agreement will survive the expiration or termination of this Agreement.

ARTICLE 31 - TIME

Calculation of Time. Any time period herein calculated by reference to a “day” or “days” means a calendar day or calendar days, unless Business Days are used; provided, however, that in the event the last day for a given act falls on a Saturday, Sunday, or a holiday as observed by the State, the day for such given act will be the first day following that is not a Saturday, Sunday, or a State observed holiday.

ARTICLE 32 – FORCE MAJEURE

Neither Party will be liable for damages or have any right to terminate this Agreement for any delay or Default in performing hereunder in the event such delay or Default is caused by conditions beyond the Party’s control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), war, insurrection and/or any other cause beyond the reasonable control of the Party whose performance is affected thereby.

IN WITNESS WHEREOF, the Parties hereby execute this Agreement, which will take effect on the last signature date of the required approval authorities below. Each of the signatories, below, may execute this Agreement by hard copy original, facsimile, digital or electronic signature, any of which will be deemed to be a true and original signature hereunder.

By: _____ Date: _____
Clay Bailey, Cabinet Secretary
Regulation and Licensing Department

By: By: _____ Date: _____
[Insert Contractor Name, Title]
[Company Name]

By: _____ Date: _____
Juan Torres, Chief Information Officer
Regulation and Licensing Department

Approved for legal sufficiency:

By: _____ Date: _____
Kevin A Graham, Chief General Counsel
Regulation and Licensing Department

Approved for financial sufficiency:

By: _____ Date: _____
Erica Pettye, Chief Financial Officer
Regulation and Licensing Department

The records of the Taxation and Revenue Department reflect that the Contractor is registered with the Taxation and Revenue Department of the State of New Mexico to pay gross receipts and/or compensating taxes:

BTIN ID Number: _____

By: _____ Date: _____
Taxation & Revenue Department

Taxation and Revenue is only verifying the registration and will not confirm or deny taxability statements contained in this contract.

This Agreement has been approved by the General Services Department, State Purchasing Division:

By: _____ Date: _____
State of New Mexico, State Purchasing Division

EXHIBIT A – SCOPE OF WORK

Summary of Scope

The Contractor will be responsible for the following scope of work as outlined below and in the following sections.

The purpose is to develop a seed to sale tracking system for all locations licensed by New Mexico Regulation and Licensing Cannabis Control Division. The system shall provide all reports for applicable metrics, tracking of all products and derived products, and sales, the tracking system must successfully integrate with the State's registry, verification system and business licensing solution.

Project Initiation and Management

The Contractor will be responsible for project initiation and management of the entire project life cycle for each system from initiation to closure. The State of New Mexico (SoNM) requires the Contractor to deliver the following:

Initiation

The Contractor in coordination with the Project Manager shall provide the following to the Procuring Agency for review and approval upon contract execution:

1. Baseline project schedule,
2. Project charter,
3. Project kickoff meeting agenda,
4. Project team organizational chart; including roles and responsibilities.

Planning

The Contractor shall provide a detailed project management plan (PMP) for the entire project lifecycle from initiation to closure. The PMP must include, at a minimum:

1. Project scope description,
2. Project schedule,
3. Implementation methodology and project phase description,
4. Project team organizational chart with roles and responsibilities defined,
5. Control plan for scope, schedule, budget, quality and risk management,
6. Process for completing phase gates and approving deliverables,
7. Project communication plan,
8. Change management plan,
9. Configuration management plan,
10. An initial risk registry identifying initial project risks and mitigation,
11. List of assumptions,
12. An issue log to be used throughout the project.

Requirements Verification

1. The scope of work for requirements verification includes the Contractor confirming their understanding of and verifying all business solutions and technical requirements of the systems.
2. The Contractor shall produce a Requirements Traceability Matrix (RTM) that must capture all final requirements and trace each requirement to at least one test case. Once approved by the

Procuring Agency, the RTM establishes the baseline for change control during the project lifecycle.

Implementation

Weekly project team status meetings are required. The Contractor is required to facilitate these meetings with the project team and take the appropriate level of notes at the meetings. At a minimum, status meetings must review the latest issue log, risk registry, project schedule and current tasks.

The Contractor is required to provide weekly written status reports. Reports are to be submitted electronically to the Program Sponsor and the Program Manager. Project status reports, must at a minimum, include:

1. A summary on the latest work effort with accomplishments,
2. Progress against the baseline schedule including updates on phase gates and milestones,
3. A look ahead summary for the upcoming week,
4. and address major issues, risks or concerns.

The Contractor is required to notify the contracting agency of any project delay within one (1) business day of the realization of the delay.

Closeout

The Contractor shall provide a Project Closure Report that includes, at a minimum:

1. Project overview,
2. Project accomplishments, outcomes and results,
3. Transfer of operations,
4. Project closure approval.

Deliverables Overview

		Due Date (~ + days from contract execution)	Total Compensation
Del. #	Deliverable Name		
1	Project Management Services	To begin on execution and continue until project completion.	
2	Requirements Gathering and Analysis	~30 days	
3	System Design	~60 days	
4	Implementation/Development	~90 days	
5	Integration and System Testing	~120 days	
6	System Deployment		
7	User Manuals and Technical Documentation Configuration	~150 days	
8	Training	~180 days	

9	Roll-Out (Warranty begins)	~210 days No later than	
10	Maintenance and Operations		
11	Change Requests		
Total Compensation			Firm Fixed Price Offer for Implementation from Cost Proposal

Deliverable #1- Project Management Services

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Project Management Services	To Begin Upon Contract Execution	TBD

Task Item	Description
1.0 Stakeholder Management	- Contractor will initiate stakeholders and develop and maintain a current stakeholder registry. - Contract will schedule interviews with stakeholders.
1.1 Gather and Develop Requirements	- Contractor will schedule meetings with subject matter experts and stakeholders to gather and develop requirements to be delivered in a Requirements Traceability Matrix. - Contractor will develop and deliver a work breakdown structure.
1.2 Project Management Plan	- Contractor will develop and maintain an updated Project Management Plan to include integration, scope, schedule, cost, quality, resources, communication, risk, procurement and stakeholder plans in Microsoft Word format. - Contractor Project Management Plan shall clearly identify process, procedures and plans for completion of project activities. Project Management Plan shall be reviewed and approved by the Procuring Agency.
1.3 Establish Project Governance	- Facilitate the development of an Executive Steering Committee (ESC) and Project Steering Committee in collaboration with the Procuring Agency. Provide organizational charts to include participants and illustrate reporting responsibilities. - Provide project team member management.
1.4 Manage Risks and Issues	Develop risk and issues logs, mitigate risks and manage identified issues through communications with ESC and Project Steering Committee.

1.5 Project Documentation	• Develop materials required for Project Certification Committee to include certification request form, presentation, project charter, project management plan and any additionally requested information. • Develop materials required for Technical Architecture Review Committee (TARC) to include TARC request form, system design document, security questionnaire, business continuity plan, operations and support plan, any additionally requested information. • Develop monthly project status reports and deliver to Procuring Agency.
1.6 Review and Acceptance	• All materials developed for this deliverable will be presented to the Procuring Agency for review and acceptance.
1.7 Weekly Report on Progress	• Contractor shall provide weekly report on progress.
1.8 Project Management Assessments	• The Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.
1.9 Defined Task Ownership	• Contractor shall verify that project team roles and responsibilities of key project personnel are well-defined both for business and technical ownership of the project's tasks and activities.
1.10 Communication Management	• Contractor shall assess coordination, communication and management to verify that the Procuring Agency is communicating appropriately and not working independent of one another.
1.11 Project Review Updates	• Contractor shall provide an initial review of the activities required early in the project, particularly as it relates to planning. This will include a high-level review of previous activities conducted since project inception.
1.12 Project Management Assessments	• Contractor shall assess the project management processes and project organization and verify that lines of reporting and responsibility provide solid managerial/sponsor oversight of the project.

Deliverable #2- Requirements Gathering and Analysis

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Requirements Gathering and Analysis	30 Days from Contract Execution	TBD

Task Item	Description
2.1 SRS	- Contract shall meet with program staff to review current needs and plan for system development. - Contractor shall review APPENDIX G – Mandatory Specification, APPENDIX H Desirable Specification, and APPENDIX I Technology Specification and develop a comprehensive detailed system requirements specifications (SRS) document to the Procuring Entity in a format specified or agreed to by the Procuring Entity.
2.2 Traceability Matrix	Contractor shall develop a requirements traceability matrix to track the status of each requirement (outlined in APPENDIX G – Mandatory Specification, APPENDIX H Desirable Specification, and APPENDIX I Technology Specification) throughout the project lifecycle.
2.3 Gap Analysis	Contractor shall perform a gap analysis to compare the current system capabilities with the desired system requirements and provide a document to the Procuring Entity that identifies any discrepancies or gaps and propose solutions to bridge these gaps.
2.4 Project Planning Evaluations	Contractor shall evaluate and make recommendations on the estimating and scheduling process of the project to ensure that the project planning assumptions, budget and resources are adequate for the work-breakdown structure and schedule.

Deliverable #3- System Design

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
System Design	60 Days from Contract Execution	TBD

Task Item	Description
3.1 System Architecture	Contractor shall produce a high-level system architecture document that includes items 3.1 a through 3.1 e.
3.1 A Security Architecture	A security architecture including a description of the security mechanism, authentication, authorization, encryption and other security measures applied across the system.
3.1 B Deployment Architecture	Deployment architecture including explanation of the deployment environment including cloud services, servers or hybrid models.
3.1 C Technology Stack	A technology stack including identification of the technologies, framework and tools used for the system.
3.1 D Performance Considerations	Scalability and performance considerations including strategies for ensuring the system can scale to meet expected demand and performance requirements.
3.1 E Backup Plan	Backup and recovery plan including strategies for database backup recovery and failover mechanisms.
3.1 F Normalization Process	Explanation of the normalization process to eliminate redundancy and ensure data integrity.
3.2 Data Base Design	Contractor shall create prototypes or mock-ups of key system components to visualize requirements including items 3.2 A through 3.2 D.
3.2 A Schema Design	Database schema design including entity relationship diagrams.
3.2 B UI Elements	High-fidelity visual designs showing detailed UI elements colors, typography, and branding.
3.3 C Wireframes	Wireframes showing low-fidelity sketches outlining the layout and structure of the user interface.
3.4 D User Flow	User flow diagrams showing the paths users will take through the application to accomplish tasks.
3.3 Change Management Process	Contractor shall develop a change management plan with procedures for handling changes to the design during the development process.

3.5 Host System	Contractor shall host system.
----------------------------	---

Deliverable #4- Implementation and Development

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Implementation and Development	60 Days from Contract Execution	TBD

Task Item	Description
4.0 Project Schedule	Contractor shall provide a detailed project schedule, risk management plan, and regular status reports.
4.1 Development Environment Setup	Contractor shall configure and set up development, testing, and staging environments, and implement a version control system.
4.2 Source Code Management	Contractor shall use a centralized code repository, conduct regular code reviews, and adhere to coding standards and guidelines.
4.3 Development of Features and Functionality	Contractor shall implement system features according to the specifications, plan iterations, and track progress.
4.4 Testing and Quality Assurance	Contractor shall develop and execute unit, integration, and system tests, including automated tests where applicable, and provide detailed test reports.
4.5 Continuous Integration/Continuous Deployment (CI/CD)	Contractor shall set up and configure a CI/CD pipeline and automate the build and deployment processes.

Deliverable #5- Integration and System Testing

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
Integration and System Testing	120 Days from Contract Execution	TBD

5.1 Test Cases and Test Scripts	• Contractor shall document detailed test cases and develop test scripts, including a traceability matrix linking test cases to requirements. • Contractor shall specify and configure the test environment, ensuring it mirrors the production environment and prepare necessary test data.
5.2 Integration Testing Reports	• Contractor shall provide test execution logs, defect reports, and an integration test summary.
5.3 System Testing Reports	• Contractor shall maintain system test execution logs, defect reports, and provide a comprehensive system test summary report.
5.4 Performance Testing Results	• Contractor shall execute performance tests, maintain execution logs, and provide a performance test summary report.
5.5 User Acceptance Testing (UAT) Support	• Contractor shall support UAT, including developing a UAT plan, providing test cases, maintaining execution logs, and summarizing UAT results.
5.6 Final Testing Summary Report	• Contractor shall produce a final testing summary report, consolidating results from all testing activities, presenting defect metrics, test coverage analysis, and overall readiness assessment.
5.7 Final Testing Approval	• Contractor shall ensure all systems are tested and approved by program staff.

Deliverable #6- System Deployment

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
System Deployment	TBD	TBD

Task Item	Description
6.0 Deployment Plan	Contractor shall develop a comprehensive deployment plan, outlining objectives, scope, strategy, roles and responsibilities, and a detailed timeline with milestones.
6.1 Deployment Environment Preparation	Contractor shall document environment specifications, ensure the production environment is set up and validated, and develop a data migration plan along with backup and recovery procedures.
6.2 Deployment Scripts and Automation	Contractor shall develop deployment scripts and document configuration settings for consistent deployment across all environments.
6.3 Deployment Execution	Contractor shall create a deployment checklist, maintain a deployment log, and implement an issue tracking system for managing deployment-related problems.
6.4 Verification and Validation	Contractor shall conduct post-deployment testing, including smoke, functional, and performance testing, and facilitate User Acceptance Testing (UAT) in the production environment.

6.5 Mid-Project Assessment Report	Contractor shall deliver a mid-project assessment report that includes a high level review of the activities conducted since the inception of the project, an assessment of the project management processes and verification that lines of reporting and responsibilities provide sufficient support for effective oversight of the project, risk management issues including monitoring and tracking, recommendation on estimating and scheduling within the project to ensure the project planning assumptions, budget and response are adequate for the working breakdown structure and schedule to the Department of Information Technology (DoIT), Project Oversight and Compliance Division at epmo@state.nm.us, the Procuring Agency Chief Information Officer (CIO) and any other designated Procuring Agency recipients for review and acceptance.
6.6 Go-Live Support	Contractor shall outline a support plan for the go-live phase, identify support team members, and define the issue resolution process.
6.7 Post-Deployment Review	Contractor shall conduct a post-deployment review meeting, document lessons learned, and provide a comprehensive deployment report summarizing activities, issues, resolutions, and system performance.

Deliverable #7- User Manuals and Technical Documentation and Configuration

Deliverable Name	<u>Due Date</u>	<u>Compensation</u>
User Manuals and Technical Documentation and Configuration	150 Days from Contract Execution	TBD

Task Item	Description
7.0 User Guide	Contractor shall provide a comprehensive user guide including an introduction, getting started instructions, detailed instructions, screenshots and diagrams, troubleshooting tips, and FAQs.
7.1 Quick Reference Guide	Contractor shall create a quick reference guide summarizing key functions, shortcuts, and cheat sheets for common tasks.

7.2 Video Tutorials	Contractor shall produce overview, how-to, and troubleshooting video tutorials.
7.3 Technical Documentation	Contractor shall deliver technical documentation including items 7.3 A through
7.3 A System Architecture Document	Contractor shall deliver a system architecture document including an overview, component descriptions, and data flow diagrams.
7.3 B Database Schema Documentation	Contractor shall produce database schema documentation including entity-relationship diagrams, table descriptions, and query examples.
7.3 C Maintenance and Troubleshooting Guide	Contractor shall develop a maintenance and troubleshooting guide including maintenance procedures, troubleshooting steps, and error codes.
7.4 Configuration Documentation	Contractor shall deliver security configuration documentation including access control information, security settings, and compliance requirements.

Deliverable #8- Training

Deliverable Name	Due Date	Compensation
Training	180 Days from Contract Execution	TBD

Task Item	Description
8.0 Training Plan	Contractor shall develop a comprehensive training plan outlining objectives, scope, schedule, and methodology.
8.1 Training Sessions	- Contractor shall conduct instructor-led training sessions for end-users, administrators, and technical staff. - Contractor shall provide recorded training sessions, including video recordings of instructor-led sessions and self-paced learning modules.

8.2 Training Materials	Contractor shall provide training manuals, presentation slides, quick reference guides, and FAQs tailored to different user roles
8.3 Training Support	Contractor shall offer post-training support to answer questions and provide assistance.

Deliverable #9- Roll Out

Deliverable Name	Due Date	Compensation
Roll-Out	210 Days No Later Than	TBD

Task Item	Description
9.0 Roll Out Plan	Contractor shall develop a comprehensive roll-out plan, including objectives, scope, strategy, timeline, milestones, and roles and responsibilities.
9.1 Communication Plan	Contractor shall create a communication plan to keep stakeholders informed, manage changes, and notify users about roll-out activities and system availability.
9.2 Go-Live Checklist	Contractor shall prepare a pre-go-live checklist and a coordination plan for go-live day.
9.3 Post-Go-Live Support	Contractor shall offer hyper care support during the initial post-go-live period, provide monitoring and reporting, and manage any issues that arise.
9.4 Roll-Out Review and Feedback	Contractor shall conduct a roll-out review meeting, document lessons learned, and provide a comprehensive roll-out report summarizing activities, outcomes, and issues.

Deliverable #10- Maintenance Operations

Deliverable Name	Due Date	Compensation
Maintenance and Operations	No later than 30 days after contract execution date.	• Total Compensation Not to Exceed \$XXX including X.XXX% GRT of \$XXX; To be Paid in full upon invoice.

Task Item	Description
10. Maintenance and Operations	• Contractor will manage the necessary infrastructure to support three (3) environments for use by the Procuring Agency: 1. Production 2. UAT 3. Disaster Recover • This will include the installation of patches, bug fixes, and version upgrades for existing legacy system features and new features as requested via Change Requests. • UAT must be a replica (application code and program data) of the production environment at production go-live. • UAT must be at minimum refreshed from the production environment (application code and data) at least once during this contract term, additional refreshes based on maintenance needs. • Contractor will be responsible for securely hosting and maintaining the application, and for version, OS and patch control. All data, reports and forms will be stored by the Contractor. • The system must be 100% operational while operating normally 99.99% of the time 24 hours per day, seven (7) days per week. • Scheduled downtime of the system must be during times other than the standard business hours of Monday through Friday, 8:00 am to 5:00 pm (MST or MDT). • 48 hours advanced written notice of scheduled downtime must be provided to the Procuring Agency.

10.1 Problem Support	• Contractor shall make technical support personnel available by phone and email on the following schedule: Monday through Friday, 8:00A.M. to 5:00P MST or MDT, excluding state holidays. • Contractor will track and log requests and provide to the Procuring Agency technical support services for the system based on the priority levels and problem resolution processes described in the Maintenance and Support Priority Levels below. • Contractor will update at minimum, the Systems Administration Guide and End User Training Manual to reflect changes made to the system because of problem resolution. Contractor will distribute an updated copy of these two documents to the Procuring Agency within 10 business of days following any changes made to the system as a result of problem resolution as applicable. • Contractor will respond to technical and functional questions about the Patient Registry system. Such requests will be assigned a default Priority of 3 unless the Procuring Agency requests a higher priority be assigned to the request.
10.2 Activities Tracking	• Contractor shall track and maintain a log of requests in a tracking system with a unique number assigned to each request. The unique number shall be provided by Contractor to the Procuring Agency for reference and communication.
10.3 Monthly Report	• Contractor shall provide or make available an online monthly report on the activity and status of all logged requests received from the Procuring Agency.
10.4 Maintenance and Support Priority Levels	• The Procuring Agency will assign one of four levels of priority to each request: Priority 1 is the most severe program error and represents a situation where mission critical features and functions of the Seed-to-Sale, Traceability and Tracking Registry system are unavailable, and no practical alternate mode of operation is available. ○ Priority 1 problems will be corrected, or a solution will be provided by Contractor for corrective action within four (4) hours. ○ Priority 2 indicates a problem in which certain features and functionality are not available and no practical alternate mode of operation is available. Priority 2 problems will be corrected, or a plan will be provided by Contractor for corrective action within one (1) business day. ○ Priority 3 is the normal “next-in-line” problem priority assignment. At this level, requests are worked on in the order in which they are received. Priority 3 problems will be corrected, or a plan will be provided by Contractor for corrective action within five (5) business days. ○ Priority 4 is the Release assignment. At this level, requests are worked on as deemed appropriate by Procuring Agency. Priority

	4 issues will be incorporated into specific releases, documented in an Application Deployment Package, which will be scheduled for delivery at the discretion of the Procuring Agency after time and cost estimates are provided by Contractor and approved by the Agency, if applicable. As such, priority 4 issues will be due at the time the specific Release is delivered.
10.5 Procuring Agency Acceptance	The documentation associated with this deliverable will be subject to review, approval and acceptance by the Procuring Agency. Acceptance shall result in the signed Deliverable Acceptance Form.

Deliverable #11- Change Requests

Deliverable Name	Due Date	Compensation
Change Requests	No later than 30 days after contract execution date.	Total Compensation Not to Exceed \$XXX including X.XXX% GRT of \$XXX; To be Paid in full upon invoice.

Task Item	Description
11. Change Requests	Change Requests to the Seed-to-Sale, Traceability and Tracking Registry system, needed to address issues, bug fixes
11.1 Deliverable Documents	Procuring Agency requested change request delivered per Procuring Agency's requirements.
11.2 Procuring Agency Acceptance	Procuring Agency will review and either accept or reject Deliverable within fifteen (15) business days.

APPENDIX D
COST RESPONSE FORM

APPENDIX D

COST RESPONSE FORM

Offeror's Organization Name: _____

Proposal Category: _____

		YEARS				TOTAL COST
		1	2	3	4	
I.	Project Management Services	\$	\$	\$	\$	\$
II.	Requirements Definition and Documentation	\$	\$	\$	\$	\$
III.	System Design	\$	\$	\$	\$	\$
IV.	Implementation/Development	\$	\$	\$	\$	\$
V.	Integration and System Testing	\$	\$	\$	\$	\$
VI.	System Deployment	\$	\$	\$	\$	\$
VII.	User manuals and technical documentation	\$	\$	\$	\$	\$
VIII.	Training	\$	\$	\$	\$	\$
IX.	Roll-Out (Warranty begins)					
TOTAL IMPLEMENTATION COST		\$	\$	\$	\$	\$

		YEARS				TOTAL COST
		1	2	3	4	
X.	License/Subscription Cost	\$	\$	\$	\$	\$
XI.	Maintenance and Operations (if not included in License/Subscription Cost)	\$	\$	\$	\$	\$
XII.	Total Cost to Licensees	\$	\$	\$	\$	\$
TOTAL MAINTENANCE & OPERATIONS COST		\$	\$	\$	\$	\$

		YEARS				AVERAGE COST
		1	2	3	4	
XIII.	Change Requests- Hourly Rate	\$/hr.	\$/hr.	\$/hr.	\$/hr.	\$

Year 1: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I.C Scope of Procurement, (as amended by any current RFP amendments for the period specified above)

Year 2: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I.C Scope of Procurement, (as amended by any current RFP amendments for the period specified above)

Year 3: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I.C Scope of Procurement, (as amended by any current RFP amendments for the period specified above)

Year 4: (xx/xx/xxxx thru xx/xx/xxxx) Price:\$_____

(includes all labor, materials, equipment, transportation, configuration, installation, training, taxes and profit to provide the Services described in Section I.C Scope of Procurement, (as amended by any current RFP amendments for the period specified above)

The Offeror shall not add categories or line items to the budget table provided. It must be completed as is.

Responses that list any cost as TBD will be disqualified from further consideration.

All costs must be listed, or response will be disqualified.

APPENDIX E
LETTER OF TRANSMITTAL FORM

APPENDIX E

Letter of Transmittal Form

Please complete this form in its entirety. Failure to **sign and/or submit** this form will result in the disqualification of Offeror's proposal.

RFP#: 26-420-4200-00001

1. Identify the following information for the submitting organization:

Offeror Name	
Mailing Address	
Telephone	
FED TIN#	
NM BTIN#	

2. Identify the individual(s) authorized by the organization to (A) contractually obligate, (B) negotiate, and/or (C) clarify/respond to queries on behalf of this Offeror:

	A Contractually Obligate	B Negotiate*	C Clarify/Respond to Queries*
Name			
Title			
E-mail			
Telephone			

* If the individual identified in Column A also performs the functions identified in Columns B & C, then no response is required for those Columns. If separate individuals perform the functions in Columns B and/or C, they must be identified.

-

3. Will any subcontractor/s be used in the performance of any resultant contract? (Select one):

____ No.

____ Yes. Identify subcontractor/s: _____

4. Will any other entity/-ies (such as a State Agency, reseller, etc., that is not a subcontractor identified in #3 above) be used in the performance of any resultant contract? (Select one)

____ No.

____ Yes. Identify entity/-ies: _____

By signing the form below, the Authorized Signatory attests to the accuracy and veracity of the information provided on this form, and explicitly acknowledges the following:

- On behalf of the submitting-organization identified in item #1, above, I accept the Conditions Governing the Procurement, as required in Section II.C.1. of this RFP;
- I concur that submission of our proposal constitutes acceptance of the Evaluation Factors contained in Section V of this RFP; and
- I acknowledge receipt of any and all amendments to this RFP, if any.

Sign: _____

Date: _____

(Must be signed by the individual identified in item #2.A, above.)

APPENDIX F

ORGANIZATIONAL REFERENCE QUESTIONNAIRE

The State of New Mexico, as a part of the RFP process, requires Offerors to list a minimum of three (3) organizational references in their proposals. The purpose of these references is to document Offeror's experience relevant to the Section IV.A, Detailed Scope of Work in an effort to evaluate Offeror's ability to provide goods and/or services, performance under similar contracts, and ability to provide knowledgeable and experienced staffing.

Offeror is required to send the following Organizational Reference Questionnaire to each business reference listed in its proposal, as per Section IV.B.2. The business reference, if it chooses to respond, is required to submit its response to the Organizational Reference Questionnaire directly to: Toni Lowery at toni.lowery@rld.nm.gov by November 7, 2025 by 5:00 PM MST/MDT for inclusion in the evaluation process. The Questionnaire and information provided will become a part of the submitted proposal. Businesses/Organizations providing references may be contacted for validation of content provided therein.

RFP #26-420-4200-00001
ORGANIZATIONAL REFERENCE QUESTIONNAIRE
FOR:

Offeror, your name goes here

This form is being submitted to your company for completion as a reference for the organization listed above. Submit this Questionnaire to the State of New Mexico, Regulation and Licensing Department via e-mail to:

Name: Toni Lowery
Email: toni.lowery@rld.nm.gov

Forms must be submitted no later than **November 7, 2025 at 5:00 PM**, and **must not** be returned to the organization requesting the reference. References are **strongly encouraged** to provide thorough comments in response to the questions asked. The comments you provide will help the State of New Mexico evaluate the above-referenced Offeror's service history, successful execution of services, and evidence of customer/client satisfaction.

For questions or concerns regarding this form, please contact the State of New Mexico **Procurement Manager** at Toni Lowery at 505-382-2417 toni.lowery@rld.nm.gov. When contacting the Procurement Manager, include the Request for Proposal number provided at the top of this page.

Organization providing reference	
Contact name and title/position	
Contact telephone number(s)	
Contact e-mail address	
Project/Service description	
Project/Service dates (start and end dates)	
Technical environment for the project your providing a reference (i.e., Software applications, Internet capabilities, Data communications, Network, Hardware);	

QUESTIONS:

1. In what capacity have you worked with [Offeror name] in the past?
2. How would you describe [Offeror name]'s knowledge and expertise?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
3. How would you describe [Offeror name] flexibility relative to changes in the project scope and timelines?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
4. How satisfied are you with the materials/documentation produced by [Offeror name]?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
5. How would you describe the dynamics/interaction between [Offeror name]'s personnel and your staff?
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)
6. By name, please identify who are/were [Offeror name]'s principal representatives involved in your project. How would you describe your satisfaction with each representative, individually? Please provide a brief comment on the skills, knowledge, behaviors, or other factors on which you based your satisfaction.
(3 = Excellent; 2 = Satisfactory; 1 = Unsatisfactory; 0 = Unacceptable)

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

Name: _____ Rating: _____

7. How satisfied are/were you with the services rendered and/or products developed by [Offeror name]? Please provide a brief explanation as to why you were or were not satisfied.
8. With which aspect(s) of [Offeror name]'s services are/were you most satisfied? Please provide a brief explanation as to why you were satisfied.
9. With which aspect(s) of [Offeror name]'s services are/were you least satisfied? Please provide a brief explanation as to why you were dissatisfied.
10. Would you recommend [Offeror name]'s services to your organization again? Why or why not?
11. Is there any other information you wish to share regarding [Offeror name]?

APPENDIX G
MANDATORY SPECIFICATION

APPENDIX G

MANDATORY SPECIFICATION

	Requirement	Total Points Possible: Pass/Fail
IT-1	All user interfaces must be accessible via an Internet browser, and not require any software to be installed on a client workstation or device except for browser software and drivers required to and similar input/ output (I/O) devices.	Pass/Fail
IT-2	The solution must allow direct access to the database(s) by State employees who possess the proper access rights. These employees must be able to choose from a variety of analytical / query tools (e.g. SAS, SQL Server Management Studio, etc.)	Pass/Fail
IT-3	The solution must be available twenty-four (24) hours a day, seven (7) days a week, 365 days a year, except during scheduled maintenance. The Contractor shall guarantee 99.99% uptime 7 days a week, 24 hours a day, 365 days a year, exclusive of the regularly scheduled maintenance window.	Pass/Fail
IT-4	The solution must run on the two most recently released versions of Edge (both pre and post version 78), Firefox, Chrome and Safari, including the versions that are available for Apple's IOS and Android devices.	Pass/Fail
IT-5	The solution must be able to operate under all of the following network configurations: a. Wireless connectivity b. Mobile hotspots c. Wired connectivity	Pass/Fail
IT-6	The Contractor must provide and maintain separate production, training, test/UAT and development environments.	Pass/Fail
IT-7	The solution must support Active Directory Federated Services (ADFS) Single Sign-On user access control.	Pass/Fail
IT-8	The solution must support configurable role-based access to control user access to the data entry system, reports and data. The Contractor shall work with the State to define mutually agreed-upon user roles and associated access rights.	Pass/Fail
IT-9	The solution must enforce unique usernames and ID's.	Pass/Fail
IT-10	The solution must provide State employees access to be controlled from RLD's Active Directory via Active Directory Federation Services. All username and password rules will be administered in Active Directory.	Pass/Fail
IT-11	The solution must comply with user account and password requirements (including length, types of required characters, expiration, etc.) for all users who do not have a RLD Active Directory account, according to RLD policies, procedures and rules as set forth by the RLD CSOs. The solution must provide the capability to encrypt passwords in transmission and at rest within the system.	Pass/Fail
IT-12	The solution must include a self-service password reset tool that allows a user to reset a personal password (forgotten or inactive) to unlock that user's account. The solution must provide the capability to email password reset links to a user.	Pass/Fail

IT-13	The solution must include the ability to enforce session timeouts during periods of inactivity. The solution must provide the capability for the State to configure the maximum session inactivity time to meet RLD security policies.	Pass/Fail
IT-14	The solution must not store authentication credentials or sensitive data in its code or unencrypted in databases or files.	Pass/Fail
IT-15	The solution must meet all audit logging standards.	Pass/Fail
IT-16	The solution must provide the capability to encrypt all application data and to protect it from unauthorized use when in transit and at rest.	Pass/Fail
IT-17	The Contractor must ensure that any application enhancements or upgrades do not remove or degrade security.	Pass/Fail
IT-18	The Contractor shall develop a security plan encompassing addressing workforce, incident reporting, technical security of information assets throughout lifecycle (creation to destruction).	Pass/Fail
IT-19	The Contractor must ensure that all software and hardware are free of malicious code.	Pass/Fail
IT-20	The Contractor must ensure the application is secure against all flaws outlined in the Open Web Application Security Project (OWASP) Top Ten (http://www.owasp.org/index.php/OWASP_Top_Ten_Project). The Contractor must provide an independent, third-party validation that the application has been hardened and secured as defined by RLD CSOs.	Pass/Fail
IT-21	The Contractor must host the solution in a secure hosting environment on one of the following: - Microsoft’s Azure Government, - Google Cloud Platform for Government, - Amazon’s AWS GovCloud (US), or A facility that adheres to Uptime Institute’s Tier III Concurrent Maintenance criteria as provided in <i>Tier Standard Topology</i>*. The facility must maintain the following certifications: - o Uptime Institute’s Tier III (or Tier IV) Gold Certification of Operational Sustainability - Uptime Institute’s Tier III (or Tier IV) Certification of Constructed Facility. - FedRAMP Moderate Provisional Authority to Operate (P-ATO) - o DISA Level 2 Provisional Authorization (PA) *available at: http://uptimeinstitute.com/tierpublication	Pass/Fail
IT-22	The solution must have the capability to meet peak performance use requirements of not less than the following number of simultaneous users: Staff – Processing applications, compliance, etc.: 150 Entities – managing inventory, product movements: 5,000 Point of Sale Terminals: 6,000 Individuals – submit and query applications online: 3,000 Laboratories – submit test results: 100	Pass/Fail
IT-23	The Contractor must operate hosting services on a network or cloud environment offering adequate performance to meet the current and any future business requirements for the State application.	Pass/Fail

IT-24	If redundant Internet connections are not available to the Contractor, then the Internet Provider who provides the internet service to the Contractor must have their service supplied by a vendor that has multiple feeds to ensure that a failure in one of the larger carriers will not cause a failure of the State's service.	Pass/Fail
IT-25	The Contractor's network architecture must include redundancy of routers and switches in the Data Center.	Pass/Fail
IT-26	The Contractor must maintain the solution hardware and software in accordance with the specifications, terms, and requirements of the contract and sufficient to run the application.	Pass/Fail
IT-27	The Contractor must repair or replace solution hardware or software, or any portion thereof, so that the system operates in accordance with the specifications, terms, and requirements of the contract.	Pass/Fail
IT-28	The Contractor must monitor the application, database, connectivity, interfaces, and all servers with established performance checks agreed to by the State and must automatically notify both Contractor and State application support personnel twenty-four (24) hours a day, seven (7) days a week, 365 days a year, when abnormalities are detected.	Pass/Fail
IT-29	The Contractor must install and update all server patches, updates, and other utilities within sixty (60) days of their release from the manufacturer unless security risks would create a potential breach, in which case the updates must be installed at the earliest opportunity.	Pass/Fail
IT-30	The Contractor must monitor system, security, and application logs based upon mutually agreed protocols delineated in the final contract.	Pass/Fail
IT-31	The Contractor must manage sharing of data resources based upon mutually agreed protocols delineated in the final contract.	Pass/Fail
IT-32	The Contractor must manage daily backups, data storage, and restore operations. The Contractor must ensure that backups are encrypted in a manner meeting minimum Federal Information Processing Standards (FIPS) 140-2 standards and that they are stored in a facility geographically separate from the Contractor's primary data center.	Pass/Fail
IT-33	The Contractor shall transfer a backup copy of the solution database(s) to RLD monthly via Secure File Transfer Protocol (SFTP).	Pass/Fail
IT-34	The Contractor may work with the State to set up a daily data replication process.	Pass/Fail
IT-35	The Contractor must notify the RLD CSO of all breach of security issues via telephone and in writing within 30 minutes of becoming aware of the issue.	Pass/Fail
IT-36	In instances where the State requires access to the application, database or server resources, the Contractor must provide remote desktop connection to the server through secure protocols such as a Virtual Private Network (VPN) and/or appropriate database management, query and/or browser tools.	Pass/Fail
IT-37	The State shall have unlimited access to submit support requests to Contractor technical support staff – via phone or e-mail or help desk system – twenty-four (24) hours a day, seven (7) days a week, 365 days a year. The Contractor's response for support must conform to problem resolution escalation procedures that prioritize problems based upon mutually agreed protocols that will be delineated in the final contract.	Pass/Fail

IT-38	All database tables will have a unique identity field.	Pass/Fail
IT-39	The solution's technical architecture must be documented and the documentation kept updated throughout the contract term. Documentation shall include all aspects of the solution stack from hardware/network platform through database, application and User Interface layers including security aspects, as applicable.	Pass/Fail
IT-40	The Contractor and the Procuring Agency must identify a regularly scheduled maintenance window (such as weekly, monthly, or quarterly) during which all relevant server patches and application upgrades shall be applied (other than emergencies).	Pass/Fail
IT-41	The Contractor must adhere to RLD's change management process of application enhancements and upgrades. The Contractor must submit relevant Change Management Requests (CMR) no less than two (2) weeks prior to production implementation, using standard forms provided by Procuring Agency.	Pass/Fail
IT-42	The Contractor must notify the State representative a minimum of two (2) business days prior to implementation of any changes and/or updates to the solution. The Contractor must provide the State with training on any new features or changes to existing features.	Pass/Fail
IT-43	The Contractor must fully support all solution hardware and software components, including the hosting infrastructure, including licensing and maintenance contracts with respective suppliers and manufacturers at all times. The Contractor must supply all licenses necessary for functioning of applications, including all software and hardware licenses for all environments.	Pass/Fail
IT-44	The Contractor must maintain a record of its activities related to repair or maintenance performed for the State, and must report quarterly on: a. Server up-time b. All change requests implemented, including Operating System patches c. All critical outages reported including actual issue and resolution d. Number of deficiencies reported by class with initial response time and time to resolve	Pass/Fail
IT-45	For any outage (when a business function cannot be met by a nonperforming application and there is no work around to the problem) greater than 15 minutes, the Contractor must provide an incident report for the interruption of service to the State. An incident report must document, at a minimum: outage cause, solution implemented, amount of downtime, related communications, suggested support improvements, and suggested solution improvements when the solution has been brought back online. The Contractor must provide the incident report within two (2) weeks of incident resolution.	Pass/Fail
IT-46	The Contractor must allow and support the State to schedule and perform a periodic security assessment and to perform solution testing activities by internal State and external 3rd party auditor.	Pass/Fail
IT-47	The Contractor must submit a Business Continuity and Disaster Recovery Plan. This plan must be tested during the UAT phase and approved by the Procuring Agencies. The plan must be kept up to date to reflect changes to the system servers, application, supporting software, and network infrastructure. This plan will be tested at least once a year to ensure viability and meet expectations for Return Time Objectives (RTO)	Pass/Fail

	and Return Point Objectives (RPO).	
IT-48	The Contractor must develop and submit a plan for State approval to address upgrades or replacement of hardware, software or network infrastructure at least two years prior to one or more of these components reaching End of Life (EOL).	Pass/Fail
IT-49	The Contractor must refresh non-production databases at least every 6 months from the production database to include both application code and program data.	Pass/Fail
IT-50	It is highly desirable that the Contractor develop, use and maintain automated test suites for smoke testing and regression testing.	Pass/Fail
IT-51	Security and Privacy: The application must adhere to security and privacy specifications. The application should be protected from loss or corruption of data and corruption of software or introduction of malware, such as viruses. Access to the application and data should be role based and controlled by an industry recognized authentication method. The application should meet the following requirements: a. provide security consistent with the functions provided; b. prevent unauthorized users from accessing the system; c. make data available to the authorized users in an expedient and secure environment; d. have the capability to record an unauthorized attempt in a log; e. will not compromise the current efforts of the RLD systems to provide physical and remote access control to RLD systems; f. implement controls to ensure the privacy of information, individuals, and corporations are not compromised; g. use audit controls, electronic signatures, data encryption and other methods to assure the authenticity of transaction and other relevant data; and implement controls to ensure the authenticity of data is preserved.	Pass/Fail

CCD-1	Record Licenses: The solution must allow for the entry of all licenses created by the CRA, including: a. Producers b. Producer microbusinesses c. Manufacturers d. Retailers e. Couriers f. Cannabis testing laboratories g. Cannabis research laboratories h. Cannabis consumption areas i. Vertically integrated cannabis establishments j. Integrated cannabis microbusinesses.	Pass/Fail
CCD-2	Record Intergovernmental Agreement Based Licenses: The solution must allow for the entry of licenses for Indian nations, tribes, and pueblos that have entered into intergovernmental agreements with the state and whose agreements allow for the movement of cannabis or cannabis product from tribal licensed premises to State licensed premises.	Pass/Fail
CCD-3	Barcode Scanning: The solution must offer a barcode scanning capability for unique identification to be used by Cannabis Licensee Employees and the State personnel.	Pass/Fail
CCD-4	Define and Track Inventory: The solution must provide producers and manufacturers the ability to define inventory of seeds, immature plants (seedlings), mature plants (female and flowering plants), strains, clones, seedlings, and manufactured cannabis product. The information tracked in the system must include but is not limited to the following: a. Unique identifiers for individual plant; b. Quantity and form of cannabis maintained by the licensee at the facility in the appropriate units of measure determined by the State; c. The amount of plants being grown at the facility; d. The amount of plants being processed at the facility; e. Destruction or disposal of cannabis waste; f. Instances of theft; g. Transfer information between licensees or licensed facilities; and, h. Any other information required by the State.	Pass/Fail
CCD-5	Production Activities: The solution must provide licensees engaged in production activities the ability to track plants through each growth phase by associating the individual plants with a particular room. Batches and partial batches will be tracked in the system.	Pass/Fail
CCD-6	Define and Designate Rooms: The solution must provide any licensee engaging in producer activities the ability to define and designate growing and production rooms.	Pass/Fail

CCD-7	Update Inventory: The solution must allow licensees engaging in producer activities to update their inventory record each time: a. An immature plant begins to flower at which point it is considered a mature plant; b. A plant is trimmed, harvested, or dried; c. Harvest shall allow section harvesting of the plant; d. A testing batch is created; e. Cannabis or cannabis product is transported for additional processing, and wholesale; and, f. Other activities or reasons as required by the State.	Pass/Fail
CCD-8	Update Inventory: The solution must allow licensees engaging in producer activities to update their inventory record each time: a. An immature plant begins to flower at which point it is considered a mature plant; b. A plant is trimmed, harvested, or dried; c. Harvest shall allow section harvesting of the plant; d. A testing batch is created; e. Cannabis or cannabis product is transported for additional processing, and wholesale; and, f. Other activities or reasons as required by the State.	Pass/Fail
CCD-9	Pesticide Records: The solution must provide licensees engaging in producer activities the ability to enter the type of pesticide, if any, that was used during production. The following items may be recorded in the system: a. The date pesticides were applied in a room or greenhouse; b. The name of the employee applying the pesticides; c. The name of the pesticides that was applied; d. The amount of pesticides applied; e. How the pesticides were applied; f. Whether any beneficial insects were used; g. The unique identifier or the batch number of plants that received the application; h. A copy of the label of the pesticide(s) applied; and, i. any other items required by the State.	Pass/Fail
CCD-10	Plant Removal: The solution must provide any licensee engaging in producer activities the ability to record any removal of plants from a batch including the reason for removal.	Pass/Fail
CCD-11	Update Inventory – Manufacturing: The solution must allow licensees engaging in manufacturing activities to update their inventory record each time: a. A quantity of cannabis intermediate product is made including, but not limited to, concentrate, bubble hash, moon rocks, and keif; b. A quantity of cannabis product is made from concentrated cannabis, cannabis extract, flower, or trim while also detailing the way in which the cannabis product was manufactured; c. A testing batch is created;	Pass/Fail

	d. Cannabis or cannabis product is transported for additional processing, wholesale, or some other reason; e. A quantity of cannabis product is packaged for retail sale. The record of cannabis packaged and labeled for transfer must include the number of marketing layer, and quantity of cannabis in each marketing layer; and, f. Any other time as required by the State.	
CCD-12	Create and Print Labels: The solution must allow any licensee engaging in manufacturing activity to create and print labels for the cannabis products. The label must include: a. Product identity or common name; b. Net quantity, net weight, or volume; c. Potency as confirmed by a licensed cannabis testing laboratory; d. A logo provided by the state, which is no larger than ½” x ½”; e. A logo provided by the state demonstrating a product is produced or manufactured by a microbusiness licensee; f. For perishable edible cannabis products, a statement that the production shall be refrigerated; g. Warning statements provided by the state; and, h. any other information required by the State.	Pass/Fail
CCD-13	Additive, Solvent, Chemicals Tracking: The solution must provide licensees engaging in manufacturing activities the ability to track any additives, solvents, and other chemicals used during manufacturing. The following items will be recorded in the system: a. The date of additives, solvent, or chemicals being applied; b. The name of the employee applying the additives, solvent, or chemicals; c. The name of additives, solvent, or chemicals that was applied; d. The amount of additives, solvent, or chemicals applied; e. The unique identifier or the batch number of plants that received the application; f. A copy of the label of the additives, solvent, or chemicals applied; and, g. any other information required by the State.	Pass/Fail
CCD-14	Quality Control: The solution must allow licensees engaging in manufacturer activities to record all quality control procedures, and outcomes by batch and lot number in the system. Licensees engaging in manufacturing activities must have the capability to print labels for intermediate and end products.	Pass/Fail
CCD-15	Add New Product Categories: The solution must allow licensees engaging in manufacturing activity the ability to have new product categories added to the cannabis finished product list as new products are developed on a regular basis.	Pass/Fail
CCD-16	Conversion Tracking: The solution must allow licensees engaging in manufacturing activity the ability to input cannabis provided to them by non-licensees engaging in home-grow for conversion into products for tracking purposes. This tracking will include net quantity, net weight, or volume received and provided back to the non-licensee, as well as other items as required by the State.	Pass/Fail

CCD-17	Record Sales Transactions-Producer and Manufacturer: The solution must require that licensees engaged in producer and manufacturer functions will maintain complete and accurate electronic sales transaction records in the department's tracking system, including the following items: - The date of each sale and distribution; - The item number, product name and description, and quantity of cannabis and cannabis product sold or otherwise distributed; - The sale price; - Must be able to track quantity of cannabis by unit measurement as defined by the medical cannabis program; and, - Any other information required by the State.	Pass/Fail
CCD-18	Cannabis Inventory: The solution must require licensees engaging in retailer activities update and maintain an electronic copy of all cannabis and cannabis products including the type of products, testing batch identifier, and the quantity of cannabis or cannabis products. The inventory record for should reflect: - Any cannabis and cannabis products received from another licensee; - Sales to qualifying cardholders including the cardholder's identification number; - Returns of merchandise from cardholders, whether to be resold, returned to another licensee, or destroyed; - Transfers to another licensee including returns; and, - Destruction of cannabis.	Pass/Fail
CCD-19	Record Sales Transactions-Retailer: The solution must require licensees engaging in retailer activities to maintain complete and accurate sales transaction records including: - The date of sale; - The type of sales (e.g., Adult or Medical); - The cannabis tracking number; - The amount of cannabis or cannabis product dispensed; - Must be able to track quantity of cannabis by unit measurement as defined by the medical cannabis program; and, - The type of product; - Testing batch number of cannabis sold; - The identification number for patient or caregiver if purchase was done by a caregiver; - The item number, product name, and description of items sold; - The sale price; and, - Any other information required by the State.	Pass/Fail
CCD-20	Courier Vehicles: The solution must provide a mechanism through which vehicles used in the couriership of cannabis can be tracked. This information collected/maintained should include but is not limited to: - Make, Model, and license plate number; - Proof of a valid insurance policy; - A description with photos of a locking compartment to be used to secure cannabis and cannabis products; - Verification that the vehicle has a functioning alarm system; and,	Pass/Fail

	e. A description of how the cannabis and cannabis products will be maintained in a vehicle.	
CCD-21	Update Inventory – Testing Laboratories: The solution must allow cannabis testing laboratories to update their inventory record each time: - All samples in its possession with unique identifiers and quantities expressed in units specified by the State; and, - All other cannabis, cannabis extracts, and cannabis products acquired. The inventory record should reflect: - The quantity of each sample rendered unusable by testing; - The quantity of each sample returned to the licensee; - The quantity of each sample destroyed or disposed of; - The quantity of any sample lost, stolen, or otherwise unaccounted for; and, - Any other information required by the State.	Pass/Fail
CCD-22	Inventory Tracking – Research Labs. The solution must allow cannabis research labs to receive cannabis or cannabis product from other cannabis licensees. The solution must also allow cannabis research labs to transport cannabis or cannabis product to other licensees, provided it is in compliance with the CRA and applicable administrative rules, including personal details of the person transporting the product.	Pass/Fail
CCD-23	Tracking Samples: The solution must provide cannabis testing laboratories the ability to track sample procurement, sample origin, testing stages, testing results, and alert the State upon testing failure. The testing results and record can only be added by an agent of testing facility, and the record should not be editable by agents of other license types. The system must be able to allow the state to open a lot for retesting, without having to contact a support team. The system must be able to record all of the following attributes of any plant or product at a minimum: - Visual inspection; - Cannabinoid potency; - Microbials; - Residual solvents; - Homogeneity; - Residual pesticides; and, - Any other attributes required for testing by administrative rules.	Pass/Fail
CCD-24	Assign Sample Identifiers: The solution must allow licensees to assign the following identifier to samples being submitted to the testing facility: - A unique batch identifier to the cannabis, cannabis extract, or cannabis product being tested; and, - A unique sample identifier to each sample unless the sample is taken by an agent of the testing facility.	Pass/Fail
CCD-25	Testing Sample Records: The solution must allow licensees to maintain an electronic copy of testing sample record that includes the following information: - The batch identifier and quantity of each batch from which samples were drawn; - The identifier of each sample record, its quantity, and the batch identifier associated with the sample;	Pass/Fail

	c. The tests to be performed; d. Test results, including a note of whether the testing facility has indicated the batch is safe or unsafe for transfer; and, e. The quantity of each batch and each sample shall be expressed in the same units as the inventory record.	
CCD-26	Consumption Area: The solution must allow cannabis consumption area licensees to operate with retail functionality along with any other information required by the State.	Pass/Fail
CCD-27	Vertical License Functionality: The solution must allow vertically integrated cannabis establishments to have all approved functionality for their license which may be one or more of the following activities: production, manufacture, retail, or courier.	Pass/Fail
CCD-28	Microbusiness Functionality: The solution must allow integrated cannabis microbusinesses to have all approved functionality for their license which may be one or more of the following activities: production, manufacture, retail, or courier.	Pass/Fail
CCD-29	Inventory Reconciliation: The solution must require cannabis licensees to reconcile their physical inventory with the information stored in the system. Large inconsistencies in inventory must send a notification to the State for further investigation. Large manual changes in inventory must also generate a notification that is sent to the State for further investigation. Reconciliation items will include the following: a. Cannabis, cannabis product, and plant material at any licensed facility; b. Cannabis, cannabis product, and plant material in transit between licensed facilities; and c. Any other information required by the State.	Pass/Fail
CCD-30	Inventory Reservation: The solution may provide a workflow surrounding inventory reservation – this allows licensees to reserve inventory for call ahead visits or other future transactions.	Pass/Fail
CCD-31	Synchronize Inventory: The solution must maintain and update by midnight of each day an electronic record of all cannabis including seeds, immature plants, mature plants, plants extracts, or cannabis products obtained by or transferred to another licensee. The transfer record must meet the following requirements: a. It must use the same units of measures as the inventory record; b. It must reflect all transport manifest, purchase orders, and requisition forms; and, c. If a licensee has not updated and synched their electronic records daily, then an automatic notification from the system will be sent to the State for further investigation.	Pass/Fail
CCD-32	Inventory Audit Report: The solution must generate a report to be used by the state to show which licensees have conducted monthly inventory audit.	Pass/Fail

CCD-33	Manifests: The solution must require licensees to generate transport manifest for transportation of cannabis to and from their facility, dispensaries, testing facility, a waste facility, and other locations as approved by the department.	Pass/Fail
CCD-34	Manifest Details: The solution must record and issue the travel manifest and generate copies of the manifest. The travel manifest should contain the following information: a. The information of licensees transporting cannabis or cannabis products including but not limited to license number; b. The information of licensees receiving cannabis or cannabis products including but not limited to physical address; c. Description and quantities of all items in each transport d. Date of transport, and approximate time of departure and arrival date; e. Vehicle make, model and license plate number; f. The name and signature of driver; g. The name and signature of the licensees agent accepting the transport; and, h. Any other information required by State.	Pass/Fail
CCD-35	Manifest Approval: The solution must require each transport should be approved electronically or in writing by an authorized employee of the licensee when departing the facility and by an authorized employee of the receiving licensee or waste facility. All reported material to be transported must identically matched information on a transport manifest.	Pass/Fail
CCD-36	Manifest Review and Verification: The solution must allow authorized employees of the receiving licensee to review and verify the type and quantity of the transported cannabis or plant material against the information on the travel manifest prior to signing the travel manifest. If the approval process is in writing, the system should have the document upload functionality so the copy of the approved travel manifest is uploaded into the system.	Pass/Fail
CCD-37	Reject Shipment: The solution must allow the receiving licensee to partially reject the shipment of cannabis or cannabis product.	Pass/Fail
CCD-38	Receive Inventory: The solution must provide an ability for licensees to record the cannabis and cannabis product that is received as inventory.	Pass/Fail
CCD-39	Product Recall: The solution must provide a mechanism to document any recalled product, reason for recall, date of recall, and relevant unique identifier for the batch or lot numbers. The solution must also notify State personnel for any recall actions taken within the system.	Pass/Fail
CCD-40	Product Recall Notification: The solution must provide a mechanism to notify patients who have a verified email and who have purchased a specific product which has been designated for recall by the State.	Pass/Fail
CCD-41	Tracking Numbers: The solution must assign a tracking number to any cannabis product within the system's inventory. This number should carry all the way to the qualified patient or adult-use consumer.	Pass/Fail
CCD-42	Dashboard: The solution must provide a dashboard where the State personnel can review all flags of inconsistencies and irregularities in the production, manufacture, transport, retail, testing, couriering, and disposal of cannabis, cannabis products, or	Pass/Fail

	plant material.	
CCD-43	Reporting Function: The solution must have reporting functionality with easy-to-use query function. The system must have reporting tool with sort and filter function, an ability to save and share custom report specification, and an ability to export the report in various formatting including Microsoft Excel or PDF. The system should also come with template of reports developed during requirements gathering.	Pass/Fail
CCD-44	Statistical Analysis: The solution must provide the additional add-on statistical support analysis tool. This tool must provide licensees and end users aggregated anonymized data to increase business operations and intelligence.	Pass/Fail
CCD-45	Audit Log: The solution must track all actions by all users in the system in an audit log including, but not limited to, username, action completed, and date/time stamp. When a user deletes information, the deletion is a "soft" delete and the data are not removed from the system and instead are still viewable to authorized personnel based on role-based security.	Pass/Fail
CCD-46	Integration to other systems: The solution must have an ability to integrate with the following systems: a. Cannabis patient registry; b. Cannabis licensing system; c. Third party point of sale systems; d. New Mexico Motor Vehicle Division; e. New Mexico Board of Pharmacy; and, f. Other entities or data systems as required by the State.	Pass/Fail
CCD-47	Price Report: The solution must provide a report showing the price per unit, average sales price per transaction, price trends over a period of time, and price comparison by city.	Pass/Fail
CCD-48	Market Summary Report: In addition, pre-configured or ad-hoc reports must include a report showing Market Summary and additional Operations reports.	Pass/Fail
CCD-49	Sales Report: The solution must provide a report showing cannabis sales broken down by wholesale and retail sales.	Pass/Fail
CCD-50	Inventory Record Updates- Testing Facility: The system must maintain and update and electronic copy of the following information: a. All samples in its possession with unique identifiers and quantities expressed in units specified by the State; and, b. All other cannabis, cannabis extracts, and cannabis products acquired. The inventory record should reflect: i. The quantity of each sample rendered useable by testing; ii. The quantity of each sample returned to the licensee; iii. The quantity of each sample destroyed or disposed of; and iv. The quantity of any sample lost, stolen, or otherwise unaccounted for.	Pass/Fail
CCD- 51	Tracking and Disposal of Product: The system must allow licensees to assign the following identifier to samples being submitted to the testing facility: a. A unique batch identifier to the cannabis, cannabis extract, or cannabis	Pass/Fail

	product being tested; and, b. A unique sample identifier to each sample unless the sample is taken by an agent of the testing facility.	
CCD-52	Electronic Record of Testing Results: The system must allow licensees to maintain an electronic copy of testing sample record that includes the following information: - The batch identifier and quantity of each batch from which samples were drawn; - The identifier of each sample record, its quantity, and the batch identifier associated with the sample; - The tests to be performed; - Test results, including a note of whether the testing facility has indicated the batch is safe or unsafe for transfer; and, - The quantity of each batch and each sample shall be expressed in the same units as the inventory record. - The System must alert the State upon testing failure or products not meeting the standards set by the State.	Pass/Fail
CCD-53	Travel Manifest: The producer and manufacturer are required to generate transport manifest for transportation of cannabis to and from their facility, dispensaries, testing facility, a waste facility, and other locations as approved by the department. The system must record and issue the travel manifest and generate copies of the manifest. The travel manifest should contain the following information: - The information of licensees transporting cannabis or cannabis products including but not limited to license number; - The information of licensees receiving cannabis or cannabis products including but not limited to physical address; - Description and quantities of all items in each transport; - Date of transport, and approximate time of departure and arrival date; - Vehicle make, model and license plate number; - The name and signature of driver; - The name and signature of the licensee's agent accepting the transport; - Any other information required by State - The system must provide an ability for licensees to record the cannabis and cannabis product that is received as inventory.	Pass/Fail
CCD-54	Requisition Form: The system must create a requisition form when a production facility accepts cannabis from a cardholder at no value. The form must contain the cardholder's identification number and acknowledgement signature from cardholder that nothing of value was received in exchange of the cannabis. The system must create a purchase order when a production facility purchase seeds from a cardholder. The form must contain cardholder's identification number, quantity of the seeds, value exchanged, and the acknowledgement signature from the cardholder.	Pass/Fail
CCD-55	Travel Manifest Approval: Each transport should be approved electronically or in writing by an authorized employee of the licensee when departing the facility and by an authorized employee of the receiving licensee or waste facility. The system must allow authorized employees of the receiving licensee to review	Pass/Fail

	and verify the type and quantity of the transported cannabis or plant material against the information on the travel manifest prior to signing the travel manifest. If the approval process is in writing, the system should have the document upload functionality so the copy of the approved travel manifest is uploaded into the system.	
CCD-56	Product Labeling: The system should allow the manufacturer to create and print labels for the cannabis products. The label must include: - Product identity or common name; - Net quantity, net weight, or volume; - Potency as confirmed by a licensed cannabis testing laboratory; - A logo provided by the state, which is no larger than ½” x ½”; - A logo provided by the state demonstrating a product is produced or manufactured by a microbusiness licensee; - For perishable edible cannabis products, a statement that the production shall be refrigerated; - A warning statement provided by the state; - Cannabis manufacturer business or trade name and license number; - Any pesticides used by the producer; - Date product was manufactured; - Ingredient list; - If utilized, pharmacologically active ingredients; - Allergens information; - Nutritional information; - Informational statement regarding lack of FDA approval; - Contact information for the New Mexico poison and drug information center; - Product expiration date; - The track and trace system number or identifier associated with the product; - Any solvent(s), processing aids, and chemicals used to manufacture cannabis product, cannabis concentrate or extract, or isolated cannabinoid identified; - A static quick response code to show label information that may not otherwise fit on a package due to size of the product; and - Any other information required by the State .	Pass/Fail
CCD-57	Licensee Room Designation and Configuration: The system should provide licensees the ability to track plants through each growth phase by associating the individual plants with a particular room. Batches and partial batches will be tracked in the system. The producer and manufacturer will record any removal of plants from a batch including the reason for removal.	Pass/Fail
CCD-58	Alerts and Notifications: The system must provide an ability for the State personnel to set alerts and notifications. The system should provide automatic alerts or reminders based on system rules. Alerts may be set based on programmatic business rules, workflow process, or initiated by an authorized user. Alerts may be system-wide, program, or user specific.	Pass/Fail

APPENDIX H
DESIRABLE SPECIFICATION

APPENDIX H

DESIRABLE SPECIFICATION

	Requirement	Total Points Possible: 150
IT-53	It is highly desirable for the solution to be written for the Microsoft .NET Framework.	40
IT-54	It is highly desirable for the solution to store data in one or more Microsoft SQL Server databases.	40
IT-55	It is highly desirable for the solution (including all application, web, and database tiers) to run on Microsoft Windows server(s) meeting the minimum- security standards set forth by the DOH and RLD Chief Security Officers (CSO).	40
IT-56	The vendor shall provide an option to use www.verygoodsecurity.com for secure data like social security numbers.	30

APPENDIX I

TECHNOLOGY SPECIFICATION

APPENDIX I

TECHNOLOGY SPECIFICATION

	Specification	Total Points Possible: 250
TS-1	Describe the system architecture: Include technical design considerations that support continuous availability and scalable capacity. List third party products required, if any, including locally licensed products.	25
TS-2	Describe the technology supporting remote access, including wireless connections to laptops, tablets, Smart Phones, if available; include descriptions of access security provisions and encryption, features that support HIPAA compliance, and load-balancing and bandwidth monitoring procedures.	50
TS-3	Describe performance metrics and system availability measures: List the reports and metrics available to customers for use in assessing system performance.	25
TS-4	Describe disaster recovery and business continuity procedures: a. Include survivability of the hosting center and processes the customer needs to adopt in order to ensure business continuity. b. List fault tolerance provisions, data recovery processes and backup procedures. c. Describe the testing of disaster recovery processes and the level of customer involvement in those tests.	50
TS-5	Describe security features and procedures: a. Include security and protection for the database down to the data element level. Because this system may be used by multiple programs in multiple locations, describe how data will be isolated by program and/or location and protected from unauthorized users. b. Describe login and authentication processes, including role management, logging, and auditing. c. Discuss protections in place in the event that a local device is stolen or used by an unauthorized person.	50
TS-6	Data exchange: Describe features that support data exchanges (both import and export) conforming to national standards (ASCII, XML, HL7, MS Excel spreadsheet, etc.). List other electronic client management systems and data systems where electronic data exchange protocols already exist.	25
TS-7	Describe web portal architecture, if available: Describe the technical architecture supporting web-based technology, including provisions for security, authentication and management of patient, clinician, producer and caregiver information.	25