**STATE OF MAINE**

**Department of Administrative and Financial Services**

*Office of Cannabis Policy*



**RFP# 202501014**

**Cannabis Inventory Tracking System**

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| **RFP Coordinator** | **NAME:** | Lisa Roberts |
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| *All communication regarding the RFP must be made through the RFP Coordinator.* |

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| --- | --- |
| **Submitted Questions Due Date** | February 10, 2025, no later than 11:59 p.m., local time |
| *All questions must be received by the RFP Coordinator by the date and time listed above.*  |

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| **Proposal Submission Deadline** | **DATE:** | March 7, 2025, no later than 11:59 p.m., local time. |
| **TO:** | Proposals@maine.gov |
| *Proposals must be received electronically by the Office of State Procurement Services by the date and time listed above.* |

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PUBLIC NOTICE

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**State of Maine**

**Department of Administrative and Financial Services**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

The State of Maine is seeking proposals for a web-based Cannabis Inventory Tracking System.

A copy of the RFP, as well as the Question & Answer Summary and all amendments related to the RFP, can be obtained at: <https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps>

Proposals must be submitted to the State of Maine Division of Procurement Services, via e-mail, at: Proposals@maine.gov. Proposal submissions must be received no later than 11:59 p.m., local time, on March 7, 2025. Proposals will be opened the following business day. Proposals not submitted to the Division of Procurement Services’ e-mail address by the aforementioned deadline will not be considered for the contract award.

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**RFP TERMS/ACRONYMS with DEFINITIONS**

The following terms and acronyms, as referenced in the RFP, have the meanings indicated below:

|  |  |
| --- | --- |
| **Term/Acronym** | **Definition** |
| **Agency License Management System (ALMS)** | System used by State of Maine (SOM) to track and manage licenses pertaining to operations for all Cannabis programs. |
| **API** | Application Programming Interface |
| **Confidentiality** | Preserving authorized restrictions on information access and disclosure, including means for protecting confidential or sensitive information. A loss of Confidentiality is the unauthorized disclosure of information. |
| **Complex Ticket** | A support ticket received by awarded Bidder that requires elevation to any team other than Level 1 support, which may include testing and API tickets. |
| **DAFS** | Department of Administrative and Financial Services |
| **Data Classification**  | The process of risk assessment of data. See **Appendix D** for the Data Classification process (see also “PII Confidentiality Impact Level”).  |
| **Department** | Department of Administrative and Financial Services |
| **OCP** | Maine Office of Cannabis Policy |
| **OIT** | Maine Office of Information Technology |
| **PII (Personally Identifiable Information)** | Data that is maintained by an agency that could potentially identify a specific individual and needs to be protected in accordance with state and/or federal law, including (1) any information that can be used to distinguish or trace an individual‘s identity, such as name, social security number, date and place of birth, mother‘s maiden name, or biometric records; and (2) any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. |
| **PII Confidentiality Impact Level**  | The PII Confidentiality impact level—low, moderate, or high—indicates the potential harm that could result to the subject individuals and/or the organization if PII were inappropriately accessed, used, or disclosed. (NIST SP 800-122). See **Appendix D**. PII is evaluated to determine its Confidentiality impact levels, so that appropriate safeguards can be applied to the PII.  |
| **RFP** | Request for Proposals |
| **SaaS** | Software as a Service |
| **State** | State of Maine |
| **State Data** | Any information originating with the State, regardless of form or medium of disclosure (e.g., verbal, observed, hard copy, or electronic) or source of information. It includes any information concerning the State’s information technology infrastructure, systems and software and procedures; and information originating with the State in the course of using and configuring the Services provided under the contract. It includes any sensitive information held by the State that may be protected from disclosure pursuant to a federal or state statutory or regulatory scheme intended to protect that information, or pursuant to an order, resolution or determination of a court or administrative board or other administrative body.  |
| **System** | Cannabis Inventory Tracking System |
| **The Office** | Office of Cannabis Policy |

**State of Maine - Department of Administrative and Financial Services**

*Office of Cannabis Policy*

**RFP# 202501014**

**Cannabis Inventory Tracking System**

**PART I INTRODUCTION**

1. **Purpose and Background**

The Department of Administrative and Financial Services (Department) is seeking to provide a web-based Software as a Service (SaaS) application to support the identification, tracking, and tracing of regulated cannabis in all its forms. This statewide SaaS application must be procured at a reasonable cost to the State and its regulated industry. It will be utilized for the express purpose of collecting, reviewing, and analyzing data needed to support the operations of the OCP as defined in this Request for Proposals (RFP) document. The statewide SaaS application is essential for regulators to ensure that cannabis remains within the regulated system (preventing diversion) and that no unregulated cannabis enters the regulated supply chain (preventing inversion). The statewide SaaS application must have functionality to track testing data which is essential to protecting public health and safety in the event of a recall.

Pursuant to [28-B M.R.S. § 105](https://legislature.maine.gov/statutes/28-B/title28-Bsec105.html), the Department must implement and administer a system for the tracking of cannabis plants, cannabis, and cannabis products from immature cannabis plant to the point of retail sale, including without limitation retail sale by delivery and at specified events, return, disposal, or destruction. The tracking system must allow for cannabis plants at the stage of cultivation and upon transfer from the stage of cultivation to another user to be tracked by group. 28-B M.R.S. § 105(1-A) states:

Group Tracking. Cannabis plants at the same stage of growth that are of the same varietal or cultivar of the plant genus Cannabis may be tracked by group if they:

Are planted in the same specific area at the same time;

Are transplanted to the same specific area at the same time; or

Include cannabis plants that were planted in a specific area and cannabis plants that were transplanted to the same specific area.

For cannabis plants that are tracked as a group, a licensee shall designate the square footage of the specific area in which the plants are planted or transplanted. Cannabis plants may not be tracked as a group unless they are intended for harvest as a group.

A contract for seed-to-sale tracking software as a service was initially awarded to BioTrackTHC in May 2019 in response to RFP #201903049. The contract was subsequently terminated by mutual agreement of the parties in December 2019, and awarded to the runner-up in the procurement process, Metrc, LLC. See OCP Press Release, May 2, 2019, “BioTrackTHC Selected as State of Maine’s Partner to Provide Marijuana Track and Trace Services”, available at: <https://www.maine.gov/dafs/ocp/news-events/news/biotrackthc-selected-state-maines-partner-provide-marijuana-track-and-trace>.

The Department is also authorized to implement a tracking system that allows cannabis or cannabis products to be tracked by group. The system, whether tracking individually or by group, must maintain a detailed record at every stage from immature cannabis plant to the point of retail sale, return, disposal, or destruction. Additional information can be found in [28-B M.R.S. § 105](https://legislature.maine.gov/statutes/28-B/title28-Bsec105.html) and for more information on the size of Maine’s regulated cannabis programs, please see our [Open Data](https://www.maine.gov/dafs/ocp/open-data) page.

In 2019, after engaging in the Request for Proposals process, a contract was signed between the Office of Cannabis Policy and Metrc, LLC: this contract is for seed-to-sale tracking software as a service was initially awarded to BioTrackTHC in May 2019 in response to RFP #201903049. That contract was subsequently terminated by mutual agreement of the parties in December 2019, and the contract was awarded to the runner-up in the procurement process, Metrc, LLC. See OCP Press Release, May 2, 2019, “BioTrackTHC Selected as State of Maine’s Partner to Provide Marijuana Track and Trace Services”, available at: https://www.maine.gov/dafs/ocp/news-events/news/biotrackthc-selected-state-maines-partner-provide-marijuana-track-and-trace. See also OCP Press Release, December 27, 2019, “OCP Finalizing New Track and Trace Contract with Metrc for Maine’s Medical and Adult Use Marijuana Programs”, available at: <https://www.maine.gov/dafs/ocp/news-events/news/ocp-finalizingnew-track-and-trace-contract-metrc-maines-medical-and-adult-use.> Accessed September 14, 2023.

The original contract, which has since been amended to accommodate subsequent legislative mandates, was for a Commercial Off the Shelf (COTS) system hosted Software as a Service (SaaS) application that supports the identification, tracking, and tracing of medical and adult use cannabis in all its forms for the purposes of inventory, enforcement, investigation, and diversion prevention. This five (5) year contract is set to expire on February 4, 2026.

This document provides instructions for submitting proposals, the procedure and criteria by which the awarded Bidder will be selected, and the contractual terms which will govern the relationship between the State of Maine (State) and the awarded Bidder.

1. **General Provisions**
	1. From the time the RFP is issued until award notification is made, all contact with the State regarding the RFP must be made through the RFP Coordinator. No other person/ State employee is empowered to make binding statements regarding the RFP. Violation of this provision may lead to disqualification from the bidding process, at the State’s discretion.
	2. Issuance of the RFP does not commit the Department to issue an award or to pay expenses incurred by a Bidder in the preparation of a response to the RFP. This includes attendance at personal interviews or other meetings and software or system demonstrations, where applicable.
	3. All proposals must adhere to the instructions and format requirements outlined in the RFP and all written supplements and amendments (such as the Summary of Questions and Answers), issued by the Department. Proposals are to follow the format and respond to all questions and instructions specified below in the “Proposal Submission Requirements” section of the RFP.
	4. Bidders will take careful note that in evaluating a proposal submitted in response to the RFP, the Department will consider materials provided in the proposal, information obtained through interviews/presentations (if any), and internal Departmental information of previous contract history with the Bidder (if any). The Department also reserves the right to consider other reliable references and publicly available information in evaluating a Bidder’s experience and capabilities.
	5. The proposal must be signed by a person authorized to legally bind the Bidder and must contain a statement that the proposal and the pricing contained therein will remain valid and binding for a period of 180 days from the date and time of the bid opening.
	6. The RFP and the awarded Bidder’s proposal, including all appendices or attachments, will be the basis for the final contract, as determined by the Department.
	7. Following announcement of an award decision, all submissions in response to this RFP will be public records, available for public inspection pursuant to the State of Maine Freedom of Access Act (FOAA) ([1 M.R.S. § 401](https://gcc02.safelinks.protection.outlook.com/?url=http%3A%2F%2Fwww.mainelegislature.org%2Flegis%2Fstatutes%2F1%2Ftitle1sec401.html&data=05%7C02%7CJohn.F.Spier%40maine.gov%7C74b0a21ff26b425135b908dcde5d1600%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638629740077530255%7CUnknown%7CTWFpbGZsb3d8eyJWIjoiMC4wLjAwMDAiLCJQIjoiV2luMzIiLCJBTiI6Ik1haWwiLCJXVCI6Mn0%3D%7C0%7C%7C%7C&sdata=yYGRZvqRpIJa6dPB35CzUZRcmiZ%2BMICiBNs0EIsJu78%3D&reserved=0) et seq.).  State contracts and information related to contracts, including bid submissions, are generally public records per FOAA.
	8. In the event that a Bidder believes any information that it submits in response to this RFP is confidential, it must mark that information accordingly and include citation to legal authority in support of the Bidder’s claim of confidentiality.  In the event that the Department receives a FOAA request that includes submissions marked as confidential, the Department shall evaluate the information and any legal authority from the Bidder to determine whether the information is an exception to FOAA’s definition of public record.  If the Department determines to release information that a Bidder has marked confidential, it shall provide advance notice to the Bidder to allow for them to seek legal relief.
	9. All applicable laws, whether or not herein contained, are included by this reference. It is the Bidder’s responsibility to determine the applicability and requirements of any such laws and to abide by them.
2. **Eligibility to Submit Bids**

All interested parties are invited to submit bids in response to this Request for Proposals.

Bidder must have a minimum of three (3) years’ experience in the development, production deployment, support, and maintenance of an inventory tracking solution.

1. **Contract Term**

The Department is seeking cost-efficient proposals to provide services, as defined in this RFP, for the anticipated contract period defined in the table below. Please note, the dates below are estimated and may be adjusted, as necessary, in order to comply with all procedural requirements associated with the RFP and the contracting process. The actual contract start date will be established by a completed and approved contract.

Contract Renewal: Following the initial term of the contract, the Department may opt to renew the contract for two renewal periods, as shown in the table below, and subject to continued availability of funding and satisfactory performance.

The term of the anticipated contract, resulting from the RFP, is defined as follows:

|  |  |  |
| --- | --- | --- |
| **Period** | **Start Date** | **End Date** |
| Initial Period of Performance | July 1, 2025 | June 30, 2027 |
| Renewal Period #1 | July 1, 2027 | June 30, 2029 |
| Renewal Period #2 | July 1, 2029 | June 30, 2030 |

1. **Number of Awards**

The Department anticipates making one (1) award as a result of the RFP process.

**PART II SCOPE OF SERVICES TO BE PROVIDED**

1. **General Requirements**
	1. Implement the SaaS solution.
	2. Ensure delivery of a SaaS solution that is accessible via all devices, including mobile devices such as tablets, smartphones and chrome books. This must include, but is not limited to iPhones, iPads, and Android based phones and tablets.
	3. Ensure the SaaS solution is browser and operating system agnostic for all user types and is accessible via any major internet browser such as Microsoft Edge, Chrome, Firefox and Safari, with twenty-four (24) hour availability.
	4. Provide at least three (3) environments (Development, User Acceptance, and Production) to support the SDLC process (Customization/Configuration, User Acceptance Testing and Development).
	5. Document all Business Requirements related to validation and verification and configure/customize solution accordingly.
	6. Provide a working interface with ALMS, the State’s Agency License Management System.

Provide for integration with OCP’s data analytics database by providing OCP access, including via API, to all data stored in the system in the format mutually agreed upon by the parties.

1. **Standard Contract Management**
	1. Provide project management services to support all aspects of the project.
	2. Collect all industry fees and meet all related State and Federal reporting requirements related to fees.
	3. Participate in weekly meetings with the Department to ensure compliance with contract requirements and OCP business rules.
	4. Provide open channels for feedback from the Department and regulated industry users.
2. **Training and Support**
	1. Provide all training, including documentation and execution, including in-house Department training and regional in-person industry training, on an ongoing basis and as determined by OCP, including training, guidance bulletins, and updates to training documentation and materials necessary to implement statutorily required changes.
	2. Provide training documents on system updates and new release use for new and existing users.
	3. A bank of Custom Development support hours to be made available when needed for ad-hoc requests from the Department, regulated industry members or legislature. The number of hours and frequency at which those hours are replenished will be mutually agreed by the parties. Any unused hours will rollover and will not be billed unless used.
	4. Provide ongoing, twenty-four (24) -hour support of the SaaS to the Department and regulated members and entities, as described in E (9) – Service Levels, below.
	5. Provide dedicated customer support meeting required service level agreements.
3. **System Requirements**
	1. **The System shall:**
	2. Be available twenty-four (24) hours/seven (7) days per week, to regulated industry users and authorized State departments and agencies, except for scheduled maintenance and/or unplanned outages.
	3. Follow all relevant State Laws and Regulations mandated by ongoing legislation.
	4. Provide scalability and extensibility to accommodate any newly required Administrative, Executive, Legislative, Judicial mandates, or other intergovernmental mandates.
	5. **Service Levels**
		* 1. Ensure the capability to restore data completely to its status at the time of the last backup; with a minimum required recovery point objective of one hour (i.e. maximum data loss cannot exceed one hour).
			2. Ensure a recovery time objective of two (2) hours (i.e. maximum time to recover the system cannot exceed two (2) hours).
			3. Limit the number of planned outages (system availability) during the business week to one (1) time per month. Downtime for planned outages must be approved prior by the Department in writing.
			4. The hosting environment will provide adequate capacity to ensure prompt response to both data inquiry/lookup and data modification transactions, always. Application performance metrics must meet a maximum of five (5) second response times, with exceptions for extremely large data queries.
			5. Ensure that changes in architecture do not have an adverse impact on the ability to comply with the stated service levels.
			6. Provide the Department with data in a format specified by the Department upon the request of the Department and at no additional charge, in a format specified by the Department. This includes:
				1. A full or partial import/export of Department data within twenty-four (24) hours of a request; and
				2. Provide the Department the ability to import/export data at will and provide the Department with any access and instructions which are needed for the Department to import or export data.
			7. Provide a technical support outlet for all users of the system, including State users, that can be reached during standard business hours by phone or by email or voicemail outside of business hours. The technical support should be able to meet the following service levels:
				1. Requests sent during normal business hours will be responded to within thirty (30) minutes.
				2. Resolve all ticketed requests that are not considered ‘complex’ within twenty- four (24) hours.
				3. Complex Ticket issues that do not involve testing will have an analysis and proposed solution provided within forty-eight (48) hours.
				4. Complex Ticket issues that require testing shall have an analysis and proposed solution provided within seventy-two (72) hours.
				5. Monthly reports to be provided to the Department capturing the number of requests submitted, response times and other pertinent information.
	6. **Service Availability**
		* 1. Maintain an availability metric of ninety-nine point nine five (99.95%) of uptime in a calendar month, as measured by the number of actual hours available as a percentage of total hours.
				1. The Availability Requirement will be calculated for the Service Period as follows: (Actual Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) ÷ (Scheduled Uptime – Total Minutes in Service Period Hosted Services are not Available Due to an Exception) x 100 = Availability.
				2. Exceptions not to be included in the calculation of downtime:

Failures of the State’s or its Authorized Users’ internet connectivity

Scheduled Downtime that has been approved by the Department.

* 1. **Remedies**
		+ 1. Service must include remedies for failure to meet guaranteed uptime percentage, response and resolution times, and other metrics, which may include fee reductions, credits, and extensions in service period at no cost. Such remedies shall be issued by the awarded Bidder with no action required from the Department.
	2. **Records and Reporting**

Provide Confidentiality of information in the database by preventing access from unauthorized individuals.

* + - 1. Provide the Department with a written report (which may be electronic) of performance metrics, including uptime percentage and record of service support requests, classifications, and response and resolution times, at least once a month, or as requested by the Department. The Department may independently audit the report at the Department’s expense and select awarded Bidder’s cooperation.
			2. Meet with the Department as often as may be reasonably requested by either party to review the performance of the Service and to discuss technical plans, financial matters, system performance, service levels, and any other matters related to this Agreement.
			3. Provide the Department with regular status reports during unscheduled downtime, at least twice per day or upon request.
			4. Provide the Department with root cause analysis within thirty (30) days of unscheduled downtime at no additional cost.
	1. **Updates and Upgrades**
		+ 1. Make updates and upgrades available to the Department at no additional cost when the awarded Bidder makes such updates and upgrades generally available to its users. When possible, the awarded Bidder will invite the Department to participate in the design and testing processes.
			2. Provide any system changes and/or updates to implement the Federal or State required changes during the contract period.
			3. Changes and/or updates must comply with State or Federal implementation deadlines at no additional cost to the State. Any required updates must be implemented in an agreed upon timeline and should be implemented outside standard operating hours to minimize disruptions to system operations.
			4. No update, upgrade or other change to the Service may decrease the Service’s functionality, adversely affect the Department’s use of or access to the Service or increase the cost of the Service to the Department.
			5. No update, upgrade or other change to the Service, other than updates, upgrades and changes necessary to maintain the security and existing functionality of the Service, may be implemented without advance notice of at least two (2) weeks to the State and an opportunity for the State to refuse implementation of the update, upgrade or change to the Service in the State system.
	2. Be capable of replicating database tables to the State’s Data analytics environment at least daily.
	3. Retain records of date, time, quantity, price, and any other information, as determined by the Department, of each sale or transfer of cannabis seeds, cannabis plants, cannabis and cannabis products in all forms.
	4. Allow for the creation of both standard and ad-hoc reports that provide the Department with analytics, including without limitation, total daily sales, total plants in production, total plants destroyed, total inventory adjustments, and package trace reporting. All reports must be available at the individual business level as well as provide industry-wide point-in-time metrics. Reports can be exported to Excel, CSV, TXT, Word or PDF formats.
	5. The awarded Bidder shall not make any update, upgrade or other change to the Service available to industry users without affirmative approval from the State, except for such updates, upgrades or changes necessary to maintain the security and existing functionality of the Service.
	6. Allow the Department to define new reports in the system and edit them as needed without assistance or ongoing support from the awarded Bidder.
	7. All files received by the Department from the awarded Bidder will be in a mutually agreed upon format.
	8. **Interface Requirements**
	9. Provide verification (via data uploaded via the OCP licensing system interface) that the regulated cannabis industry member’s Department-issued credentials are valid, current and have not been suspended, revoked, or denied.
	10. Provide for a user-friendly administrative interface that makes enforcement of State policies as efficient as possible while not overburdening the regulated cannabis industry.
	11. Provide a working interface with OCP’s data analysis database.
	12. Provide a working interface with the State’s Agency License Management System (ALMS).
	13. Provide a working interface via batch uploads with OCP’s licensing system.
	14. Provide a working interface for database queries, and via batch downloads, and API calls with the Department’s data analytics database.
	15. Have an interface portal to provide access to all potential external users.
	16. Permit users to submit all required tracking data through manual data entry.
	17. Permit users to submit all required tracking data through the use of software that connects to the tracking system maintained by the office through an API, including without limitation point-of-sale system software.
	18. Data must be able to be conveyed in US Customary and Metric units.
	19. Provide the ability for the regulated cannabis industry to enter all transactions, current inventory and other required information, as determined by the Department pertaining to the cultivation, processing, transfer, retail, testing and destruction and disposal of cannabis and cannabis products in all forms.
	20. Have robust compliance related functionality, including without limitation, the ability to
		+ - 1. Easily locate inventory and audit lifecycle trails
				2. Easily initiate recalls, holds and quarantines
				3. Automatically identify and “flag” abnormal transactions, products, or activities based on tolerance levels set by OCP.
			1. It must include the following regulatory features: alert notifications, including automatically generated system-based notifications through a mutually agreed to format to designated users in the event of irregular cannabis supply chain activities, account setup, room/product setup, off-premises sale location setup, and edits, permissions, and log of data changes.
				1. Provide robust ad-hoc and pre-defined reporting functionality for OCP to determine compliance with Maine statutes and rules.
	21. Be able to communicate with testing facilities, either directly with their Laboratory Information Management Systems (LIMS) or with an alternative third-party software platform, chosen by the testing facility, for the purpose of simplifying and automating data transfers. The System must have the ability to record:
		+ - 1. All mandatory testing samples submitted, including matrix, date submitted, and weight; and
				2. All mandatory testing results, including matrix, date submitted, weight, test, analyte, concentration, units, and pass/fail status.
	22. Have a robust API, at no-cost to the regulated cannabis industry and their third-party software vendors, to communicate with third party integrators, including point-of-sale systems to mitigate manual data entry and convey public health and safety information, including without limitation:
		+ - 1. The ability to record retail sales including the ability to differentiate between sales conducted in-store, by delivery, and at specified events:
			1. Returns;
			2. Destruction;
			3. Tracking all phases of plant growth.
				1. The ability to transmit real time information to third party integrators about cannabis and/or cannabis products that are placed on administrative hold and/or subject to a product recall.
	23. Provide API functionality for manifests.
	24. **Configuration Requirements**
		1. Be configurable to account for differences in business rules and user interface fields among regulated cannabis industry participants.
	25. Provide for the tracking and tracing of cannabis and cannabis products upon transfer and transportation, including information about the entities transferring and receiving cannabis inventory, as well as transfer date, quantity, price, and other required information, as determined by the Department.
	26. Provide a unique, non-repeating identification number for every plant or, as applicable, every group of plants and inventory item recorded in the System for both individual plants and batches of cannabis plants of the same varietal or cultivar in the same stage of growth.
	27. Allow for cannabis plants at the stage of cultivation and upon transfer from the stage of cultivation to another user to be tracked by group.
	28. Allow for the creation of “variety packs” of cannabis or cannabis products of the same kind of cannabis item (e.g. “variety packs” of gummies or pre-rolled cannabis cigarettes or vape cartridges) of different flavors or cultivars, as applicable, into one package for retail sale to a consumer. Such functionality must ensure that the individual inventory tracking and testing history for each flavor or cultivar combined into one variety pack is preserved and can be accessed through the regulator’s interface to facilitate recalls and compliance activities. Such functionality shall assign to the entire variety pack package one unique inventory tracking number.
	29. Allow for the entry of routes and trip tickets of secure transporters.
	30. Be accessible via an Application Programming Interface (API) by regulated cannabis industry users or entities for tracking and retail sale purposes. Any additional API functionality beyond the above list will be assessed as needed for cost to the regulated industry and SOM.
	31. Provide regulators with access to data stored in the system, including without limitation the use of a data map, and data dictionary as applicable upon request of the department. The System must also provide regulators with access to all pertinent tables necessary to execute policy and compliance queries.
	32. Only give the regulated cannabis industry or entities access to the information in the system that they are required to access through role-based permissions.
	33. Be capable of detecting cannabis and cannabis products that are subject to the States’ inventory tracking system, and have not met Maine’s mandatory product testing requirements, prior to those products being eligible for sale to consumers.
	34. Clearly state the mandatory testing required for each item at each stage, including how much of a sample needs to be sent for testing based upon the size of the batch to subject to testing and in accordance with program requirement and the System is able to provide industry users with visibility of non-proprietary information for unaffiliated transfers such as harvest date, test date, pass/fail information, treatment data and remediation data.
	35. Support of Radio Frequency Identification (RFID) tags and handheld RFID scanners for state regulators, or other technology that minimizes manual counting of plants in a specific physical area.
	36. Provide users with a training environment, separate from any department sandbox or user’s live environment. This will be utilized for testing and training purposes via subscription for industry users at a cost mutually agreed upon by the State and the awarded Bidder. The training environment will either mimic the user’s live environment or be a generic environment with all the same live functionality.
	37. Allow for templates or automation of commonly used processes. Including, for example: selection of commonly used testing requirements for products by product type.
	38. Allow users to easily correct data entry errors that have impacts on downstream operations, and provide audit trails of all updates/changes
	39. Allow for archival of locations, strains, and other items without breaking the audit chain.
	40. Allow regulators visibility to full upstream and downstream of testing history.

1. **Technical Requirements**
	1. ACCESSIBILITY: All IT products must be accessible to persons with disabilities and must comply with State Accessibility Policy and Standards and the Americans with Disabilities Act.

All IT applications must comply with the Digital Accessibility Policy ([https://www.maine.gov/oit/policies/DigitalAccessibilityPolicy.pdf](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fpolicies%2FDigitalAccessibilityPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7C222a48af83644d814e6508dd2f24f410%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718557938186672%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=bibG%2FifGJbU4ULeD5y7NS0wVfyZ5%2FNlmE0EUNHOyJuY%3D&reserved=0)). All IT applications and content delivered through web browsers must comply with the State Web Standards ([https://www.maine.gov/oit/policies/webstandards.html](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fpolicies%2Fwebstandards.html&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7C222a48af83644d814e6508dd2f24f410%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718557938204197%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=DaIrbpg1R96b0pCkj4HNJZS3Ix1jQx2rd7rILaPB2M8%3D&reserved=0))  and the Digital Accessibility Policy.

* 1. STATE IT POLICIES: All IT products and services delivered must conform to the State IT Policies, Standards, and Procedures (<https://www.maine.gov/oit/policies>), special attention must be paid to the following policies/procedures:
		1. [General Architecture Principles](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FApplicationDeploymentCertification.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772203894%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=4lfO88X05vrDWB33Brc4k8nHbDd1IjpZIzUPVCGAZsM%3D&reserved=0);
		2. [System and Services Acquisition Policy and Procedures (SA-1)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FSystemAndServicesAcquisitionPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772217281%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=JkJ3UwXVOAtiU13%2Fe3UofJ1412Wyc20xPsTbWDvYE5w%3D&reserved=0);
		3. [Application Deployment Certification Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FApplicationDeploymentCertification.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772230437%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=P9X3Mh9Xn6lyhIcfd2UJJYqxQdvD9d%2BdfNOt5YYmGcA%3D&reserved=0);
		4. [Digital Accessibility and Usability Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FDigitalAccessibilityPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772243199%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=9mGEbOu4%2FbZlt268298JsiIus5VqonxWFmn5SeWmS%2Fo%3D&reserved=0);
		5. [Remote Hosting Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FRemoteHostingPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772256166%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=fdLWggX3s0WXSk%2Fr9qH%2F3KYk%2BYIgRjACjXCShue6L7o%3D&reserved=0);
		6. [Data Exchange policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FDataExchangePolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772268931%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=ckt47OxF%2FaRHtEymptEsqqpTgrFn%2BqKJPqvYRtaHC44%3D&reserved=0);
		7. [Information Security Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FSecurityPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772281636%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=i6LU2WhTBgAZzrqX7OybZYU6D0esaEgnnxn3DZBRrdw%3D&reserved=0);
		8. [Access Control Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FAccessControlPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772294420%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=5EDjWwygrr4vfaoUZk%2BomJxVQt5XYFW8RMlQcpPz9tw%3D&reserved=0);
		9. [Access Control Procedures for Users](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FAccessControlProceduresForUsers.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772307072%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XZe0yAS3pGOxvF2Is0StkwvtVWsdOaAlguZOdpXIX4M%3D&reserved=0);
		10. [Risk Assessment policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FRiskAssessmentPolicyProcedure.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772319377%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=KSxVjejWKZQwg7H89ikuU8iqT6yu7kuN36efkpZeemo%3D&reserved=0);
		11. [Vulnerability Scanning Procedure (RA-5) (maine.gov)](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FVulnerablityScanningProcedure.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772331782%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=VLZh2yAwRiIPPa178hazfCY8qp6giXtxJGM2Pp1ZHE8%3D&reserved=0);
		12. [Security Assessment and Authorization Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FSecurityAssessmentAuthorizationPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772344232%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=4NLQiUt5ZkNgcwVa6HzlI5vK5e06m2MXtSc5vhkBB6w%3D&reserved=0);
		13. [System and Information Integrity Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FSystemInformationIntegrityPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772361053%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=Mbo2oqppbe8ZCDV55vmMpD%2Fo%2FHsYcoP3laSUJ2smIsg%3D&reserved=0);
		14. [Configuration Management Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FConfigurationManagementPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772374477%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=40Ky0UZdurXwcgQikAyK8cY1MI0bfM2IsNpHDOjf%2BCk%3D&reserved=0); and
		15. [Business Continuity and Disaster Recovery Policy](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FBusinessContinuityDisasterRecoveryPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772386916%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=XMCvd9nSox3i7KT5pXoM94ifS82rQQS%2BcHgS5l47zfg%3D&reserved=0).
	2. Ensure the proposed solution achieves the NIST 800-53 Rev 5 for the remaining security and privacy control families to a security baseline appropriate to the impact level of the data as determined by the Department, including:
1. [Physical and Environmental Protection](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FPhysicalandEnvironmentalProtection.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772399165%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=1PrPxwypSFLvxE3BiXbpn7rT9fMeb7xp7KzBz7qJsyY%3D&reserved=0);
2. [SecurityAwarenessTrainingPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/SecurityAwarenessTrainingPolicy.docx?d=w54aaaa055d7b435bb76940b2752eecda&csf=1&web=1&e=rUiXwg&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDExMzU0fFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=bklUSEN6ZVNJcnNPelBGRVp4RDZNZzI1bTBRenRKbytic3pBR2psYmNQTT0%3d) ;
3. [SecurityPlanningPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/SecurityPlanningPolicy.docx?d=w969dc42fdac44caf83c655dd57e496c6&csf=1&web=1&e=n9XtNm&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDIwMzMwfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=UTkvNU83bzBxcStCTFk2V2x0dEFXQmRnK0ZldDQwOE45cVRMOThzbGx6Yz0%3d) ;
4. [AuditAccountabilityPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/AuditAccountabilityPolicy.docx?d=wf6ff4198e82f427b9600fba7f9cb5a64&csf=1&web=1&e=tisoXY&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDI5MjAwfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=VlZBY1orY1NaUXBDTXF3S3Bia0ZpU2pjM29hNTBWVTY0WTczWTVEb2RzMD0%3d) ;
5. [SecurityAssessmentAuthorizationPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/SecurityAssessmentAuthorizationPolicy.docx?d=wc334d4864b6449ba92929257a6c93b3b&csf=1&web=1&e=XRlfct&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDM3OTIzfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=US9zSzZUUEZxdmRML0ZWMjdETjJydkY1Qmt3Z2JuZGtTOGpBUXczSExlbz0%3d) ;
6. [PersonnelSecurityPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/PersonnelSecurityPolicy.docx?d=w2d24215afd994b47942fe81677a600bd&csf=1&web=1&e=S2zoAV&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDQ2NjE1fFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=OFJGWE1QVGdoWlVyZHA1OTJFNTRtWnhjMjZsZjBiNms5M0lZTkhMZmE2dz0%3d) ;
7. [PII Processing and Transparency](https://gcc02.safelinks.protection.outlook.com/?url=https%3A%2F%2Fwww.maine.gov%2Foit%2Fsites%2Fmaine.gov.oit%2Ffiles%2Finline-files%2FDataClassificationPolicy.pdf&data=05%7C02%7CLauren.J.Moumouris%40maine.gov%7Ca805446e789f49d8eeba08dd2f4de4b5%7C413fa8ab207d4b629bcdea1a8f2f864e%7C0%7C0%7C638718733772181671%7CUnknown%7CTWFpbGZsb3d8eyJFbXB0eU1hcGkiOnRydWUsIlYiOiIwLjAuMDAwMCIsIlAiOiJXaW4zMiIsIkFOIjoiTWFpbCIsIldUIjoyfQ%3D%3D%7C0%7C%7C%7C&sdata=%2FhHy4%2F5rwRwNFhZyFNvqz6V%2BKl%2FdLSNbEH7xwnbI2uA%3D&reserved=0);
8. [ContingencyPlanningPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/ContingencyPlanningPolicy.docx?d=w8af36784591e4c1695365c21231d37c6&csf=1&web=1&e=uhYq2D&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDU1NjE0fFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=dGx5UmNKa3VWd2RWL0p2N2RhbDN6QnV1SzNPaUdrZG50b1JyaFI0bHhpRT0%3d) ;
9. [IdentificationAuthenticationPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/IdentificationAuthenticationPolicy.docx?d=w28f5329944a349f6ab3a3488e9e1dd7c&csf=1&web=1&e=ntX82T&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDY0NTkyfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=cmxXNjg4NS9yWTQyWDdscFBCSFJIQWNaU3BGRStoNnZteEQxWXg5cHhmQT0%3d) ;
10. [IncidentResponsePolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/IncidentResponsePolicy.docx?d=w246d8baf83d84bdd91fbcac9b9b91001&csf=1&web=1&e=Ff0YwY&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnxhODA1NDQ2ZTc4OWY0OWQ4ZWViYTA4ZGQyZjRkZTRiNXw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4NzMzNzcyNDczNjM0fFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=T0QzYUY2Y0pIQ1pORktuZ1JaRHl2SEJlYk9vaFRCOHdCU0d4M0l1T1VmWT0%3d) ;
11. [SystemCommunicationsProtectionPolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/SystemCommunicationsProtectionPolicy.docx?d=w5abca7e4a4584428bd6b7268abbf9bd3&csf=1&web=1&e=SvODIf&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnwzODg0YjFjYzk3NTU0Y2VlNThhODA4ZGQyZjVjODQ2NHw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4Nzk2NjAwMTUxNzYyfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=VmVuM2RxWjVwazhtM050a0NNbnpMZWx4RVJ6VUxRWlRIbzRGVW9OTE1UTT0%3d);and
12. [SystemMaintenancePolicy.docx](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/OIT-Policy/Development%20Tracking%20Demo/SystemMaintenancePolicy.docx?d=wbd1e95ae2ee94a60be1694fbb25aa71a&csf=1&web=1&e=mjJWf3&xsdata=MDV8MDJ8TGF1cmVuLkouTW91bW91cmlzQG1haW5lLmdvdnwzODg0YjFjYzk3NTU0Y2VlNThhODA4ZGQyZjVjODQ2NHw0MTNmYThhYjIwN2Q0YjYyOWJjZGVhMWE4ZjJmODY0ZXwwfDB8NjM4NzE4Nzk2NjAwMTY0MTUyfFVua25vd258VFdGcGJHWnNiM2Q4ZXlKRmJYQjBlVTFoY0draU9uUnlkV1VzSWxZaU9pSXdMakF1TURBd01DSXNJbEFpT2lKWGFXNHpNaUlzSWtGT0lqb2lUV0ZwYkNJc0lsZFVJam95ZlE9PXwwfHx8&sdata=UFF0cjFWVlltcGtXemloOUJTQ25IUTVQUk9VZnV0MXJkNVAxc1E4QzMyYz0%3d).

**PART III KEY RFP EVENTS**

1. **Questions**
	1. **General Instructions:** It is the responsibility of all Bidders and other interested parties to examine the entire RFP and to seek clarification, in writing, if they do not understand any information or instructions.
		1. Bidders and other interested parties should use **Appendix G** (Submitted Questions Form) for submission of questions. If used, the form is to be submitted as a WORD document.
		2. Questions must be submitted, by e-mail, and received by the RFP Coordinator identified on the cover page of the RFP as soon as possible but no later than the date and time specified on the RFP cover page.
		3. The RFP Number and Title must be included in the subject line of the e-mail containing the submitted questions. The Department assumes no liability for assuring accurate/complete/on time e-mail transmission and receipt.
	2. **Question & Answer Summary:** Responses to all questions will be compiled in writing and posted on the following website no later than seven (7) calendar days prior to the proposal due date: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain a copy of the Question & Answer Summary. Only those answers issued in writing on this website will be considered binding.
2. **Amendments**

All amendments released in regard to the RFP will also be posted on the following website: [Office of State Procurement Services RFP Page](https://www.maine.gov/dafs/bbm/procurementservices/vendors/rfps). It is the responsibility of all interested parties to go to this website to obtain amendments. Only those amendments posted on this website are considered binding.

1. **Proposal Submission**
	1. **Proposals Due:** Proposals must be received no later than 11:59 p.m. local time, on the date listed on the cover page of the RFP.
		1. Any e-mails containing original proposal submissions or any additional or revised proposal files, received after the 11:59 p.m. deadline, will be rejected without exception.
	2. **Delivery Instructions:** E-mail proposal submissions must be submitted to the Office of State Procurement Services at Proposals@maine.gov.
		1. Only proposal submissions received by e-mail will be considered. The Department assumes no liability for assuring accurate/complete e-mail transmission and receipt.
			1. Proposal submission e-mails that are successfully received by the proposals@maine.gov inbox will receive an automatic reply stating as such.
		2. E-mails containing links to file sharing sites or online file repositories will not be accepted as submissions. Only e-mail proposal submissions that have the actual requested files attached will be accepted.
		3. Encrypted e-mails received which require opening attachments and logging into a proprietary system will not be accepted as submissions. Bidders should work with their Information Technology team to ensure that the proposal submission will not be encrypted due to any security settings.
		4. File size limits are 25MB per e-mail. Bidders may submit files separately across multiple e-mails, as necessary, due to file size concerns. All e-mails and files must be received by the due date and time listed above.
	3. **Submission Format:**
		1. Bidders are to insert the following into the subject line of their e-mail proposal submission: **“RFP# 202501014 Proposal Submission – [Bidder’s Name]”**
		2. Bidder’s proposal submissions are to be broken down into multiple files, with each file named as it is titled in bold below, and include:
* **File 1 [Bidder’s Name] – Preliminary Information:**

*PDF format preferred*

**Appendix A** (Proposal Cover Page)

**Appendix B** (Responsible Bidder Certification)

All required eligibility documentation stated in PART IV, Section I.

* **File 2 [Bidder’s Name] – Organization Qualifications and Experience:**

*PDF format preferred*

**Appendix C** (Qualifications and Experience Form) and all required information and attachments stated in PART IV, Section II.

* **File 3 [Bidder’s Name] – Proposed Services and Technical Assessment:**

*PDF format preferred*

All required information and attachments stated in PART IV, Section III, including **Appendix D** (Technical Assessment Form).

**Appendix E** Business and Technical Requirements Form

* **File 4 [Bidder’s Name] – Cost Proposal:**

*Excel format preferred*

**Appendix F** (Cost Proposal Form) and all required information and attachments stated in PART IV, Section IV.

**PART IV PROPOSAL SUBMISSION REQUIREMENTS**

This section contains instructions for Bidders to use in preparing their proposals. The Department seeks detailed yet succinct responses that demonstrate the Bidder’s qualifications, experience, and ability to perform the requirements specified throughout the RFP.

Bidders’ proposals must follow the outline used below, including the numbering, section, and sub-section headings. Failure to use the outline specified in PART IV, or failure to respond to all questions and instructions throughout the RFP, may result in the proposal being disqualified as non-responsive or receiving a reduced score. The Department, and its evaluation team, has sole discretion to determine whether a variance from the RFP specifications will result either in disqualification or reduction in scoring of a proposal. Rephrasing of the content provided in the RFP will, at best, be considered minimally responsive.

Bidders are not to provide additional attachments beyond those specified in the RFP for the purpose of extending their response. Additional materials not requested will not be considered part of the proposal and will not be evaluated. Bidders must include any forms provided in the submission package or reproduce those forms as closely as possible. All information must be presented in the same order and format as described in the RFP.

**Proposal Format and Contents**

**Section I Preliminary Information** (File #1)

* 1. **Proposal Cover Page**

Bidders must complete **Appendix A** (Proposal Cover Page). It is critical that the cover page show the specific information requested, including Bidder address(es) and other details listed. The Proposal Cover Page must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

* 1. **Responsible Bidder Certification**

Bidders must complete **Appendix B** (Responsible Bidder Certification). The Responsible Bidder Certification must be dated and signed by a person authorized to enter into contracts on behalf of the Bidder.

**Section II Organization Qualifications and Experience** (File #2)

* 1. **Overview of the Organization**

Bidders must complete **Appendix C** (Qualifications and Experience Form) describing their qualifications and skills to provide the requested services in the RFP. Bidders must include three (3) examples of projects which demonstrate their experience and expertise in performing these services, as well as highlighting the Bidder’s stated qualifications and skills.

* 1. **Subcontractors**

If subcontractors are to be used, Bidders must provide a list that specifies the name, address, phone number, contact person, and a brief description of the subcontractors’ organizational capacity and qualifications.

* 1. **Organizational Chart**

Bidders must provide an organizational chart.  The organizational chart must include the project being proposed.  Each position must be identified by position title and corresponding to the personnel job descriptions.

* 1. **Litigation**

Bidders must attach a list of all current litigation in which the Bidder is named and a list of all closed cases that have closed within the past five (5) years in which the Bidder paid the claimant either as part of a settlement or by decree.  For each, list the entity bringing suit, the complaint, the accusation, amount, and outcome.

* 1. **Financial Viability**

Bidders must provide the following information for each of the past three tax years:

* + 1. Balance Sheets
		2. Income (Profit/Loss) Statements
	1. **Licensure/Certification**
		1. Bidders may provide documentation of any applicable licensure/certification or specific credentials that are related to providing the proposed services of the RFP.
		2. Bidders must provide an architectural diagram showing where the application is hosted will be supplied by Bidder with a proposal.
	2. **Certificate of Insurance**

Bidders must provide a certificate of insurance on a standard ACORD form (or the equivalent) evidencing the Bidder’s general liability, professional liability and any other relevant liability insurance policies that might be associated with the proposed services.

**Section III Proposed Services** (File #3)

* 1. **Services to be Provided**

Discuss the Scope of Services referenced above in Part II of the RFP and what the Bidder will offer. Give particular attention to describing the methods and resources you will use and how you will accomplish the tasks involved. Also, describe how you will ensure expectations and/or desired outcomes because of these services will be achieved. If subcontractors are involved, clearly identify the work each will perform. Bidder must also describe additional System functionality, products or services that the State specifications do not address but are necessary to implement and support this system.

* 1. **Implementation - Work Plan**

Provide a realistic work plan for the implementation of the program through the first contract period. Display the work plan in a timeline chart. Describe each program’s development and implementation task, the month it will be carried out and the person or position responsible for each task. If applicable, make note of all tasks delegated to subcontractors. The work plan should include all aspects of data migration including by license type, what specific live data should be migrated to the new system, what historic data should be migrated, how many years of historic data should be migrated and all other relevant information to ensure the new system fully captures all data necessary to regulate the cannabis supply chain. The work plan should also include how the solution will meet specific requirements including all mandatory functions that require configuration or customization and desirable items that require the same. It should also include a detailed training plan with multiple in-person and virtual training offerings that will support the onboarding and skill development of end users necessary for a seamless transition to new functionality. The work plan must address, as applicable, the plan to ensure any new System is in place, including training and account set up for regulators and industry users, prior to the expiration of the existing contract for inventory tracking system services. The plan should also indicate in the timeline when software releases/updates are pushed out and how they are managed.

1. **Analytics Reporting**

Provide scope of all analytical offerings available, specifically to all self-serve and any items that will require awarded bidder assistance. List in detail all pre-built tables, reports and dashboards that may be used to act as alerts/flags for items such as untested products, supply chain irregularities, and other compliance activities.

1. **Technical Assessment**

Bidders must complete **Appendix D** (Technical Assessment Form) to describe the Bidder’s capability to meet the stated requirements and policies identified in this RFP.

1. **Business and Technical Requirements.**

Bidders are required to complete **Appendix E** (Business and Technical Requirements) for the proposed Cannabis Inventory Tracking System.

**Section IV Cost Proposal** (File #4)

* 1. **General Instructions**
		1. Bidders must submit a cost proposal that covers the period starting July 1, 2025 and ending on June 30, 2027.
		2. The cost proposal must include the costs necessary for the Bidder to fully comply with the contract terms, conditions, and RFP requirements.
		3. No costs related to the preparation of the proposal for the RFP, or to the negotiation of the contract with the Department, may be included in the proposal. Only costs to be incurred after the contract effective date that are specifically related to the implementation or operation of contracted services may be included.
	2. **Cost Proposal Form Instructions**

Bidders must fill out **Appendix F** (Cost Proposal Form), following the instructions detailed here and in the form. Failure to provide the requested information, and to follow the required cost proposal format provided, may result in the exclusion of the proposal from consideration, at the discretion of the Department.

**PART V PROPOSAL EVALUATION AND SELECTION**

Evaluation of the submitted proposals will be accomplished as follows:

1. **Evaluation Process – General Information**
	1. An evaluation team, composed of qualified reviewers, will judge the merits of the proposals received in accordance with the criteria defined in the RFP.
	2. Officials responsible for making decisions on the award selection will ensure that the selection process accords equal opportunity and appropriate consideration to all who can meet the specifications. The goals of the evaluation process are to ensure fairness and objectivity in review of the proposals and to ensure that the contract is awarded to the Bidder whose proposal provides the best value to the State of Maine.
	3. The Department reserves the right to communicate and/or schedule interviews/presentations with Bidders, if needed, to obtain clarification of the information contained in the proposals received. The Department may revise the scores assigned in the initial evaluation to reflect those communications and/or interviews/presentations. Changes to proposals, including updating or adding information, will not be permitted during any interview/presentation process and, therefore, Bidders must submit proposals that present their rates and other requested information as clearly and completely as possible.
2. **Scoring Weights and Process**
	1. **Scoring Weights:** The score will be based on a 100-point scale and will measure the degree to which each proposal meets the following criteria.

**Section I. Preliminary Information (No Points)**

 Includes all elements addressed above in Part IV, Section I.

**Section II. Organization Qualifications and Experience (10 points)**

Includes all elements addressed above in Part IV, Section III.

**Section III. Proposed Services and Technical Assessment (50 points)**

Includes all elements addressed above in Part IV, Section IV.

**Section IV. Cost Proposal (40 points)**

Includes all elements addressed above in Part IV, Section V.

* 1. **Scoring Process:** For proposals that demonstrate meeting the eligibility requirements in Section I, the evaluation team will use a consensus approach to evaluate and score Sections II & III above. Members of the evaluation team will not score those sections individually but, instead, will arrive at a consensus as to assignment of points for each of those sections. Section IV, the Cost Proposal, will be scored as described below.
	2. **Scoring the Cost Proposal**

The total cost proposed for conducting all the functions specified in this RFP will be assigned a score according to a mathematical formula. The lowest bid will be awarded **30** points. Proposals with higher bids values will be awarded proportionately fewer points calculated in comparison with the lowest bid.

The scoring formula is:

(Lowest submitted cost proposal / Cost of proposal being scored) x **30** = pro-rated score

The remaining **10** points allocated to the Cost Proposal will be used to evaluate proposed expenses for Part II, C (1)-(7), “Additional System Desired Requirements,” justification for those expenses and related benefits for the Additional System Desired Requirements, as well as the overall cost to industry, including any subscription fees or tagging fees.

No Best and Final Offers: The State of Maine will not seek the best and final offer (BAFO) from any Bidder in this procurement process. All Bidders are expected to provide their best value pricing with the submission of their proposal.

* 1. **Negotiations:** The Department reserves the right to negotiate with the Bidder awarded to finalize a contract. Such negotiations may not significantly vary the content, nature or requirements of the proposal or the Department’s Request for Proposal to an extent that may affect the price of goods or services requested. The Department reserves the right to terminate contract negotiations with an awarded Bidder who submits a proposed contract significantly different from the proposal they submitted in response to the advertised RFP. If an acceptable contract cannot be negotiated with the highest ranked Bidder, the Department may withdraw its award and negotiate with the next highest ranked Bidder, and so on, until an acceptable contract has been finalized. Alternatively, the Department may cancel the RFP, at its sole discretion.
1. **Selection and Award**
	1. The final decision regarding the award of the contract will be made by representatives of the Department subject to approval by the State Procurement Review Committee.
	2. Notification of conditional award selection or non-selection will be made in writing by the Department.
	3. Issuance of the RFP in no way constitutes a commitment by the State of Maine to award a contract, to pay costs incurred in the preparation of a response to the RFP, or to pay costs incurred in procuring or contracting for services, supplies, physical space, personnel or any other costs incurred by the Bidder.
	4. The Department reserves the right to reject any and all proposals or to make multiple awards.
2. **Appeal of Contract Awards**

Any person aggrieved by the award decision that results from the RFP may appeal the decision to the Director of the Bureau of General Services in the manner prescribed in [5 M.R.S.A. § 1825-E](http://www.mainelegislature.org/legis/statutes/5/title5sec1825-E.html) and [18-554 Code of Maine Rules Chapter 120](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-120).  The appeal must be in writing and filed with the Director of the Bureau of General Services, 9 State House Station, Augusta, Maine, 04333-0009 within 15 calendar days of receipt of notification of conditional contract award.

**PART VI CONTRACT ADMINISTRATION AND CONDITIONS**

1. **Contract Document**
	1. The awarded Bidder will be required to execute an [[IT Service Contract (IT-SC) with Confidentiality and Non-Disclosure Agreement (NDA)](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/DAFS-Procurement-Services-Intranet/Shared%20Documents/Public%20to%20intranet/FORMS/Contract%20Documents/IT%20Service%20Contract%20%28IT-SC%29%20Template_REV%208.9.24%20%28locked%29.docx?&d=1)](https://stateofmaine.sharepoint.com/%3Aw%3A/r/sites/DAFS-Procurement-Services-Intranet/Shared%20Documents/Public%20to%20intranet/FORMS/Contract%20Documents/IT%20Service%20Contract%20%28IT-SC%29%20Template_REV%208.9.24%20%28locked%29.docx?&d=1)including appropriate riders as determined by the issuing department. Bidders shall carefully review the IT-SC.

*All exceptions will be negotiated between the awarded Bidder(s) and the State. The State will not accept any proposed exceptions as part of this RFP process. The State is not obligated to accept, negotiate, or compromise of any proposed exceptions.*

The complete set of standard State of Maine Service Contract documents, along with other forms and contract documents commonly used by the State, may be found on the Office of State Procurement Services’ website at the following link: [Office of [State Procurement Services Forms Page](https://www.maine.gov/dafs/bbm/procurementservices/forms).](https://www.maine.gov/dafs/bbm/procurementservices/forms)

* 1. Allocation of funds is final upon successful negotiation and execution of the contract, subject to the review and approval of the State Procurement Review Committee. Contracts are not considered fully executed and valid until approved by the State Procurement Review Committee and funds are encumbered. No contract will be approved based on an RFP which has an effective date less than fourteen (14) calendar days after award notification to Bidders. (Referenced in the regulations of the Department of Administrative and Financial Services, [Chapter 110, § 3(B)(i)](https://www.maine.gov/dafs/bbm/procurementservices/policies-procedures/chapter-110).)

This provision means that a contract cannot be effective until at least 14 calendar days after award notification.

* 1. The State recognizes that the actual contract effective date depends upon completion of the RFP process, date of formal award notification, length of contract negotiation, and preparation and approval by the State Procurement Review Committee. Any appeals to the Department’s award decision(s) may further postpone the actual contract effective date, depending upon the outcome. The contract effective date listed in the RFP may need to be adjusted, if necessary, to comply with mandated requirements.
	2. In providing services and performing under the contract, the awarded Bidder must act as an independent contractor and not as an agent of the State of Maine.
1. **Standard State Contract Provisions**
	1. Contract Administration

Following the award, a Contract Administrator from the Department will be appointed to assist with the development and administration of the contract and to act as administrator during the entire contract period. Department staff will be available after the award to consult with the awarded Bidder in the finalization of the contract.

* 1. Payments and Other Provisions

The State anticipates paying the Contractor based on net 30 payment terms, upon the receipt of an accurate and acceptable invoice. An invoice will be considered accurate and acceptable if it contains a reference to the State of Maine contract number, contains correct pricing information relative to the contract, and provides any required supporting documents, as applicable, and any other specific and agreed-upon requirements listed within the contract that results from the RFP.

**PART VII LIST OF RFP APPENDICES AND RELATED DOCUMENTS**

**Appendix A** – Proposal Cover Page

**Appendix B** – Responsible Certification

**Appendix C** – Qualifications and Experience Form

**Appendix D** –Technical Assessment Form

**Appendix E** – Business and Technical Requirements Form

**Appendix F** – Cost Proposal Form

**Appendix G** –Submitted Questions Form

**Appendix H** – Recommended Options Form

**APPENDIX A**

**State of Maine**

**Department of Administrative and Financial Services**

**PROPOSAL COVER PAGE**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |
| **Chief Executive - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |
| *(Provide information requested below if* ***different*** *from above)* |
| **Lead Point of Contact for Proposal - Name/Title:** |  |
| **Tel:** |  | **E-mail:** |  |
| **Headquarters Street Address:** |  |
| **Headquarters City/State/Zip:** |  |

* This proposal and the pricing structure contained herein will remain firm for a period of 180 days from the date and time of the bid opening.
* No personnel currently employed by the Department, or any other State agency participated, either directly or indirectly, in any activities relating to the preparation of the Bidder’s proposal.
* No attempt has been made, or will be made, by the Bidder to induce any other person or firm to submit or not to submit a proposal.
* The above-named organization is the legal entity entering into the resulting contract with the Department if they are awarded the contract.
* The undersigned is authorized to enter contractual obligations on behalf of the above-named organization.

*To the best of my knowledge, all information provided in the enclosed proposal, both programmatic and financial, is complete and accurate at the time of submission.*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX B**

**State of Maine**

**Department of Administrative and Financial Services**

**RESPONSIBLE BIDDER CERTIFICATION**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

*By signing this document, I certify to the best of my knowledge and belief that the aforementioned organization, its principals and any subcontractors named in this proposal:*

1. *Are not presently debarred, suspended, proposed for debarment, and declared ineligible or voluntarily excluded from bidding or working on contracts issued by any governmental agency.*
2. *Have not within three years of submitting the proposal for this contract been convicted of or had a civil judgment rendered against them for:*
	1. *Fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or contract.*
	2. *Violating Federal or State antitrust statutes or committing embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.*
3. *Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (b) of this certification.*
4. *Have not within a three (3) year period preceding this proposal had one or more federal, state, or local government transactions terminated for cause or default*.
5. *Have not entered into a prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same materials, supplies, equipment, or services and this proposal is in all respects fair and without collusion or fraud. The above-mentioned entities understand and agree that collusive bidding is a violation of state and federal law and can result in fines, prison sentences, and civil damage awards.*
6. *Is not a foreign adversary business entity (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*).*
7. *Is not on the list of prohibited companies (*[*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies)*) or does not obtain or purchase any information or communications technology or services included on the list of prohibited information and communications technology and services* [*https://www.maine.gov/oit/prohibited-technologies*](https://www.maine.gov/oit/prohibited-technologies) *(Title 5 §2030-B).*

|  |  |
| --- | --- |
| **Name (Print):** | **Title:** |
| **Authorized Signature:** | **Date:** |

**APPENDIX C**

**State of Maine**

**Department of Administrative and Financial Services**

## QUALIFICATIONS and EXPERIENCE FORM

**RFP# 202501014**

**Cannabis Inventory Tracking System**

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Present a brief statement of qualifications. Describe the history of the Bidder’s organization, especially regarding skills pertinent to the specific work required by the RFP and any special or unique characteristics of the organization which would make it especially qualified to perform the required work activities. You may expand this form and use additional pages to provide this information.** |
|  |

|  |
| --- |
| **Provide a description of projects that occurred within the past five (5) years which reflect experience and expertise needed in performing the functions described in Part II – Scope of Services to be Provided of the RFP. Contract history with the State of Maine, whether positive or negative, may be considered in evaluating proposals even if not provided by the Bidder.***If Bidder has not provided similar services, note this, and describe experience with projects that highlight the Bidder’s general capabilities.*  |

|  |
| --- |
| **Project One** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

|  |
| --- |
| **Project Two** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

|  |
| --- |
| **Project Three** |
| **Client Name:** |  |
| **Client Contact Person:** |  |
| **Telephone:** |  |
| **E-Mail:** |  |
| **Brief Description of Project** |
|  |

**APPENDIX D**

**State of Maine**

**Department of Administrative and Financial Services**

**TECHNICAL ASSESSMENT FORM**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

Bidders must complete the Technical Assessment Form embedded below.

The Technical Assessment Form may be obtained by double-clicking the Excel (.xlsx) icon below.

****

**APPENDIX E**

**State of Maine**

**Department of Administrative and Financial Services**

**BUSINESS AND TECHNICAL REQUIREMENTS FORM**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

The Business and Technical requirements form may be obtained in an Excel (.xlsx) format by double clicking on the document icon below.

****

**APPENDIX F**

**State of Maine**

**Department of Administrative and Financial Services**

**COST PROPOSAL FORM**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

Bidders are to provide pricing for the total cost and a breakdown of those costs based on implementation, as well as costs per regulated industry member and any additional functionality costs for desired items not included in the out of the box cost structure.

|  |  |
| --- | --- |
| **Bidder’s Organization Name:** |  |

|  |
| --- |
| **Section I:** This total will be used in the following scoring formula: (Lowest submitted cost proposal / Cost of proposal being scored) x 30 = pro-rated score) |
| **Proposed Services** | **$** |
| **Implementation Cost** | **$** |
| **Yearly Service Fee** | **$** |
| **Proposed Total Cost:** | **$** |
| **Score (30 points):** |  |

|  |
| --- |
| **Section II:** For the remaining 10 points, the evaluation team will use a consensus approach to evaluate and score proposed expenses for Part II, C (1)-(7), “Additional System Desired Requirements,” justification for those expenses and related benefits for the Additional System Desired Requirements, as well as the overall cost to industry, including any subscription fees or tagging fees. |
| **Additional System Desired Requirements** | **Points** | **Cost** |
| * 1. Industry Subscription Fees
 | **2** | **$** |
| * 1. Tagging Fees
 | **2** | **$** |
| * + 1. Plant Tags
 |  | **$** |
| * + 1. Package Tags
 |  | **$** |
| * + 1. Other Tags (please specify)
 |  | **$** |
| **Additional System Desired Functionality** |  |  |
| 1. API Functionality for Manifests  | **1** | **$** |
| 2. Supportive of Radio Frequency Identification (RFID) Tags and Handheld RFID Scanners  | **1** | **$** |
| 3. Sandbox Environment | **1** | **$** |
| 4. Replicating Database Tables/ Analytics Offerings  | **1** | **$** |
| 5. Enhanced Testing User Experience (Clearly States the Mandatory Testing Requirements and Sample Size) | **1** | **$** |
| 6. Custom Development (Per Hour)  | **1** | **$** |
| **Proposed Total Cost:** | **$** |
| **Score (10 Points):** |  |

 **APPENDIX G**

**State of Maine**

**Department of Administrative and Financial Services**

**SUBMITTED QUESTIONS FORM**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

This form should be used by Bidders when submitting written questions to the RFP Coordinator as defined in Part III of the RFP.

If a question is not related to any section of the RFP, enter “N/A” under the RFP Section & Page Number. Add additional rows as necessary.

|  |  |
| --- | --- |
| **Organization Name:** |  |

|  |  |
| --- | --- |
| **RFP Section & Page Number** | **Question** |
|  |  |
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**APPENDIX H**

**State of Maine**

**Department of Administrative and Financial Services**

**RECOMMENDED OPTIONS FORM**

**RFP# 202501014**

**Cannabis Inventory Tracking System**

**\*\*\*Responses to this form *will not* be scored for evaluation purposes.\*\*\***

**Form Instructions:** Identify optional recommended services available to the State, along with the schedule impact and cost details of each item. If the Bidder does not offer optional recommended services, indicate so by checking the appropriate box. **Costs associated with the optional recommended services must not be included in the completed *pricing response.***

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

[ ]  **Bidder does not offer optional recommended services.**

**-OR-**

|  |  |
| --- | --- |
| Item Description: |  |
| How Will This Add Value? |  |
| Schedule Impact: |  |
| Cost Details: |  |

|  |  |
| --- | --- |
| Item Description: |  |
| How Will This Add Value? |  |
| Schedule Impact: |  |
| Cost Details: |  |

|  |  |
| --- | --- |
| Item Description: |  |
| How Will This Add Value? |  |
| Schedule Impact: |  |
| Cost Details: |  |

|  |  |
| --- | --- |
| Item Description: |  |
| How Will This Add Value? |  |
| Schedule Impact: |  |
| Cost Details: |  |