ATTACHMENT A

SOLICITATION NO. 3400001663-REBID

This Solicitation is a Contract Document and is a request for proposal in connection with the Contract awarded by the Office of Management and Enterprise Services as more particularly described below. Any defined term used herein but not defined herein shall have the meaning ascribed in the General Terms or other Contract Document.

The Contract is awarded on behalf of the Oklahoma State Department of Health (OSDH). This RFP is to solicit proposals for a Supplier to provide a Supplier-hosted cannabis inventory tracking system solution, also called seed to sale, to assist the OMMA in monitoring the cannabis supply-chain lifecycle statewide. OSDH is seeking a single provider of a complete solution. Award of multiple contracts will not be considered.

1. Contract Term and Renewal Options

The initial Contract term shall begin on the effective date and shall extend for a period of one (1) year. There will be nine (9) one-year options to renew the Contract.

2. Specifications

A relational overview of the proposal and technical specifications are detailed below and incorporated herein. All attachments are to be completed and returned with your proposal.

# SOLICITATION SPECIFICATIONS

## General Purpose

The seed to sale solution will be necessary for the Oklahoma Medical Marijuana Authority (OMMA) and entities licensed by OMMA statewide (“licensed entities”) to be in compliance with the 63 O.S. § 420 et seq.; 63 O.S. § 427; the Oklahoma Medical Marijuana and Patient Protection Act, 63 O.S. § 427.1 et seq.; and the Oklahoma Medical Marijuana Waste Management Act, 63 O.S. § 427a et seq., which requires OMMA to track and trace all cannabis inventory in the state from seed to final sale to a patient or its disposal.

The overall scope of work (SOW) for this engagement encompasses the software licensing, project kickoff, project charter and plan; GAP analysis, development/customization and testing, onboarding/training for state staff and licensees, implementation and set up, mobile configuration, ongoing maintenance and support, and reporting. The awarded Supplier shall be responsible for hosting, managing, and maintaining the seed-to-sale software solution, as well as providing any additional technical assistance, consultation, and other professional services necessary to maintain and operate the seed to sale solution in compliance with future requirements during the term of the agreement.

## Background

In order to implement State Question 788, the OSDH established the Oklahoma Medical Marijuana Authority (OMMA). The OMMA office currently receives and processes all license applications related to medical marijuana including patients, caregivers, growers, processors, transporters and dispensaries. The primary goal of OMMA is to ensure efficient and compliant implementation of the statutory and regulatory requirements set forth in Title 63 O.S. § 420 *et seq.*

Beginning in April 2018, OSDH began dedicating agency resources to research and development for the potential implementation of a regulatory framework within State Question 788. Existing staff were organized into several distinct workgroups to capitalize on staff time and expertise. Additionally, partnerships with other state agencies, including the Office of Management and Enterprise Services, were utilized to ensure the agency was prepared to implement all necessary elements of the program within the extraordinarily short deadlines prescribed in the State Question.

When the State Question passed on June 26th, the OMMA was established to stand up the program rapidly and to execute the implementation plan. By deploying the processes outlined in the planning phase of the program, the agency as able to effectively and efficiently implement a statewide medical marijuana regulatory program within 60 days of passage of the State Question. This timeline was more rapid than any other state in the nation. Notable accomplishments during that time include:

* Procurement, customization, and successful launch of a medical marijuana online application processing system
* Drafting and approval of emergency rules for the implementation of the program
* Design and implementation of processes for the production of licenses
* Hiring and training of approximately 15 temporary staff to process applications and answer phone calls
* Development of a dedicated OMMA website with application requirements, instructions, and resources for all application types

OMMA has issued over 160,000 patient and over 6,400 business licenses as of the end of July 2019, less than a year since initial program implementation. OMMA is currently taking steps to implement statutory modifications to the program made during the 2019 legislative session. OMMA is currently focused on building out operational changes required by HB 2612, SB 882, and HB 2601, as well as additional trailer bills impacting the program. OMMA plans to implement changes through a series, or ‘flights,’ of emergency rule promulgation activities occurring in August and November 2019, and followed by permanent rule promulgation activities (including opportunity for public comment as set forth in the Administrative Procedures Act) occurring in 2020.

The new legislative changes build on to the current requirements for licensees, as well as add on seven additional license categories within the program. The new medical marijuana license categories include: Transporter, Transporter Agent, Testing Laboratory, Education Facility, Short Term Patient, Waste Disposal Facility and Waste Permits. Other requirements include expanding testing requirements, packaging and labeling standards and compliance authority. A major requirement added in HB 2612 is the requirement for the implementation of an electronic seed-to-sale inventory tracking system that will track the entire life-cycle of medical marijuana and requires business licensees to integrate their seed-to-sale tracking system with the seed-to-sale inventory tracking system established by OMMA.

## Supplier Relationship

In accordance with 2 CFR Part 200 (Uniform Grant Guidance) the relationship between the OSDH and the Supplier for this contract is that of a Vendor.

## Contract Expense Cap

This contract will be paid per the agreed-upon pricing attached to this contract.

Deliverables, acceptance criteria, and timelines for deliverables are defined within this RFP. Payment for each milestone will be approved once **all** acceptance criteria for the milestone are achieved, and payment is approved by the OSDH Contract Monitor. No additional costs will be paid or reimbursed.

The OSDH anticipates additional work not currently envisioned will be required during the agreement period. All such additional work will be defined by a statement of work including deliverables, milestones, timelines, acceptance criteria, and firm fixed price cost. No additional work will be undertaken by the Supplier until **both** parties have executed the statement of work **and** additional funds to support that work have been encumbered by the OSDH in the form of a purchase order or change order, as applicable.

## Glossary of Terms

### “Medical Marijuana Licensed Entity” or “OMMA Licensed Entity” means a medical marijuana licensee whether a dispensary, grower/cultivator, processor, waste disposal, research, education facility, transporter, or laboratory.

### API – Application Programming Interface

### BI – Business Intelligence

### CIO – Chief Information Officer

### Complia – Current vendor utilized by OMMA to provide licensing and registration software solution for licensed entities

### OMES IS – Office of Management and Enterprise Services-Information Services

### OMMA – Oklahoma Medical Marijuana Authority

### OSDH – Oklahoma State Department of Health

### Interoperability Program – Program or solution that works with multiple systems and will at minimum consume data.

### PMBOK – Project Management Body of Knowledge

### SOW – Scope of Work

## State and Federal Regulations

In developing the following deliverables, the contractor shall work within the parameters of:

* Health Insurance Portability and Accountability Act ([HIPAA](https://www.hhs.gov/hipaa/for-professionals/privacy/laws-regulations/combined-regulation-text/index.html)) of 1996 and any subsequent amendments or updates.
* [42 CFR Part 2](https://www.govinfo.gov/content/pkg/CFR-2017-title42-vol1/xml/CFR-2017-title42-vol1-part2.xml) and any subsequent amendments or updates, and all other applicable statutory and regulatory requirements set forth in Title 63 O.S. § 420A *et seq.* and OAC 310:681.
* Meet the requirements for privacy and protection set forth in State Question 788, HB 2612, and all other applicable statutory and regulatory requirements set forth in Title 63 O.S. § 420A *et seq.* and OAC 310:681.

## Mandatory Requirements

The Seed to Sale solution must fulfill **each** of the mandatory requirements set forth in this section.

### Enable OMMA to follow the cannabis supply-chain lifecycle among all licensed medical marijuana entities in the state of Oklahoma within six (6) months of PO issuance.

### Track and trace all cannabis inventory in the state from seed to final sale to a patient or to its disposal (supply chain lifecycle)

### Ability for OMMA to access all data collected through the Seed-to-Sale solution through a hosted query structured database. The database shall be maintained and updated on a near real-time basis.

### Provide an un-alterable ledger for tracing cannabis at every step in the supply chain lifecycle.

### Assign a unique global unique identifier at an enterprise level for every plant, product, or other tracked item. The upload process/processes must include assignment of global unique identifier if those items do not already have a unique Seed-to-Sale System identifier.

### The global unique identifier must remain tied to the tracked product throughout the supply chain lifecycle regardless of the system used by the licensed entity or the method used to update the record in the Seed to Sale solution.

### Provide audit logs to include all changes and activity;

### Provide the ability to detect unusual product movement patterns and automatically notify OMMA.

### Provide “seek and find” capability to allow the physical location of a product to be identified.

### Provide ability to integrate to scales and link to tracking number readers such as barcodes.

### Scale integration capability must not be limited to scales manufactured or supplied by the Supplier.

### Provide an established solution for integration with the OMMA licensing system.

### The medical marijuana inventory tracking solution shall integrate the license information with product tracking, compliance and auditing elements for the OMMA and its licensed entities.

### Provide a technology framework, hosted in the United States, with current updates, releases, and patches, that is currently being used in production;

### Provide a help desk/support ticket system and customer support hotline for resolving issues that occur or questions on system usage or other items such as training of new users, minor system updates, etc. Support tickets will be ranked in priority order based on urgency of the issue. Priorities are set by OMMA as determined by business need or legislative mandate.

### Provide tracking and reporting tools customized to meet the requirements of Oklahoma statutes and administrative code;

### Offer comprehensive reports – sales reports, audit reports, inventory tracking, compliance reports, transport manifests, usage and performance reports, etc.

### Provide seamless integration via API (Application Programming Interface) to seed to sale solutions used by Oklahoma medical marijuana businesses. Data to be integrated must include inventory tracking, sales, and test results. The purpose of the Seed-to-Sale solution API is to provide a mechanism for OMMA Licensees to integrate their local inventory and sales systems with the Seed-to-Sale solution utilized by the OSDH.

### Provide ability for direct entry by OMMA licensed entities.

### Provide ability for OMMA licensed entities to upload csv files.

### Provide support and associated services through a service level agreement (SLA) for the OMMA and for OMMA licensed entities, including Help Desk, support, maintenance, and hosting;

### Meet all applicable state and federal security and technology requirements;

### Provide a cloud-hosted environment with locally redundant storage (backup procedures) and geo-redundant storage (backup databases located in different physical locations);

### Provide processes for resolving data issues, data classification, data dictionaries and access control;

### Have established quality assurance and change control procedures for process and technology changes;

### To ensure project remains on schedule, monthly reports and status updates shall be provided. Supplier shall participate in and keep record of calls, meetings, testing, and monitor quality control during initial implementation and throughout the contract. Supplier shall provide a reporting template for monthly reports that will inform OSDH of project status and risks, along with activities completed and activities in progress including current status. Post-implementation monthly reporting must include an onboarding report that shows entity or user registration by status (design, material approval, user registration, technology connections, and usage).

### Supplier will provide the ability for OMMA staff to utilize the seed to sale system on mobile devices, such as iPhones and tablets through an app or mobile-friendly website. OMMA mobile use includes remote/field access to the system for data review, reporting, and other program management activities.

## Non-Mandatory Requirements

### Have experience implementing an interoperable seed to sale inventory tracking solution in another state;

### Offer additional reporting functionality such as Ad Hoc dashboards from each licensed entity;

### Experience integrating solution with regulatory compliance/audit management system(s).

### Provide OMMA the ability to define and modify characteristics used to identify unusual product movement patterns.

### Ability to provide additional proven value-added solutions and services such as additional or innovative technology solutions that will streamline functions and associated businesses processes, improve the user experience, enhance or improve audit and regulatory compliance monitoring not otherwise specified.

### Provide customizable and flexible workflows and reporting templates.

### Provide an established data governance framework including; data management and usage, database oversight and quality assurance, policies and procedures, database education and training, and develop procedures to resolve database issues.

### A bi-annual report provided at half year point to assist in renewal development providing preliminary analysis of solution usage and results.

### Create tools for assessing risk of product diversion.

## Deliverable 1: Project Kickoff Meeting

### Description

Supplier shall coordinate with the OSDH Contract Monitor to schedule a Kickoff Meeting in Oklahoma City, OK with the OMMA Director and planning team. Supplier’s Project Manager shall lead the meeting. The Kickoff Meeting must facilitate the introduction of Supplier and OMMA project team members and establish common understanding and awareness of project objectives, scope, governance, schedule and project risks and issues.

#### Supplier shall provide content to OMMA for a detailed agenda in advance of the meeting, OMMA shall approve and send the agenda to OMMA invitees.

#### Supplier and OMMA shall facilitate the meeting, discuss and further define the following:

* + - 1. Effective project communication
      2. Project Charter development and approval process
      3. Draft Project Charter
      4. Project vision, background, purpose and objectives
      5. Project governance structure, project roles and responsibilities
      6. Preliminary Project Plan including scope and schedule
      7. Initial risk assessment

### Completion Date

Supplier shall work with OMMA to schedule the Kickoff Meeting within ten (10) working days following the issuance of the purchase order.

### Acceptance Criteria

For the acceptance of this deliverable to occur, the Project Kickoff Meeting results in:

#### Facilitation of Kickoff Meeting utilizing a clearly defined agenda

#### An introduction of critical Supplier and OMMA resources assigned to the project

#### Review of project management methodology

#### Review of communications approach and structure

#### Review and discussion of project risks and issues

#### Delivery of electronic meeting notes including assigned tasks from Supplier

#### Draft project charter and project plan (see Deliverable 2 for additional information)

## Deliverable 2: Project Charter and Plan

### Description

Supplier shall develop a final Project Charter and baseline Project Plan in collaboration and consultation with the OSDH Contract Monitor.

#### Project Charter to include project governance and structure, roles and responsibilities, project purpose, objectives and scope.

#### Supplier shall work with OMMA to create the Project Plan. The Final Project Plan deliverable is due no later than 14 business days following the kickoff meeting and shall include a plan of action to include the following, at a minimum:

* + - 1. Management plans to control scope, schedule, cost and quality
      2. An integrated change control process
      3. A human resource management plan
      4. A communication management plan
      5. A stakeholder management plan
      6. A risk management plan including responding to any requested changes in the project time frames and responding to state generated issues, along with any other risks identified by the Supplier.
      7. An issue management plan
      8. A quality and performance management plan including activities performed by Supplier, Supplier’s subcontractors, State personnel, and State contractors, agents, and partners.
      9. Reporting plan, including report templates, for monthly reporting during implementation and post-go live and including any performance metrics on solution/system usage, solution/system performance, and help desk usage and performance.
      10. A detailed project schedule that includes specific tasks, activities, activity duration, responsible party, sequencing, and dependencies.
      11. Timeline from kickoff to completion date

### Acceptance Criteria

#### OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this contract upon written notice to Supplier.

#### For the acceptance of this deliverable to occur, Supplier shall provide a final and mutually agreed upon Project Charter and Project Plan containing all items detailed above.

## Deliverable 3: Requirements Analysis, Development and Testing

### Description

The Supplier will provide a Requirements Analysis for the implementation of the seed to sale solution; obtain OMMA feedback and approval of the Requirements Analysis. All aspects to the Requirement s Analysis will be developed in consultation with OMMA, OMES, Compliance, and licensee software vendors as applicable in this phase. The purpose of this Deliverable is for Supplier to provide detailed documentation of all requirements for implementation of the Seed to Sale solution, including:

* + 1. Data needed based on the awarded vendor’s current data model
    2. Data requirements listed in the requirements
    3. Data points required by 63 O.S. § 420 et seq.; 63 O.S. § 427; the Oklahoma Medical Marijuana and Patient Protection Act, 63 O.S. § 427.1 et seq.; and the Oklahoma Medical Marijuana Waste Management Act, 63 O.S. § 427a et seq.,
    4. Define specifications for development of the Seed-to-Sale System API for upload of data from the top five (5) licensee tracking systems: GrowFlow, WeedTech.AI, Biotrack, Canix, and MJ Freeway.
    5. Determine the level of data that is needed from each OMMA Licensee when it begins the onboarding process.
    6. Final definition for all data to be used in the system.
    7. Define the data and processes needed to integrate the business with the Seed to Sale solution.
    8. Workflow must define the processes, data, transaction types and data files required for integration of data from OMMA Licensee to the Seed-to-Sale solution including inventory data, sales data, test results, and other data as may be required.
    9. Any other configurations required to prepare the Seed to Sale solution for testing.

### Completion Date

The Requirements Analysis, Development and Testing is due no later than 30 calendar days following the kickoff meeting.

### Acceptance Criteria

#### OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier.

#### For the acceptance of this deliverable to occur, the solution must successfully complete testing in this phase and Supplier shall provide, at a minimum:

* + 1. Requirements Analysis that identifies final requirements and specifications for the seed to sale solution.
    2. Requirements Analysis that identifies specifications for development of the API upload of data, the data to be integrated, and level of data from each entity needed;
    3. Workflow(s) to define data, transaction types and processes documenting configured functionality to be delivered.
    4. Develop a data dictionary and data schema of all data utilized in the Seed-to-Sale System. Provide definition of data used in Seed-to-Sale System including field descriptions, use, and valid values. This is not meant to be a graphic representation of the technical data model but a resource where OMMA can look up the meaning and use of any particular data item in the system.
    5. Provide Configuration Management Design – describe methods and tools for:
       - * Control of changes to requirements, design and code
         * Control of interface changes
         * Traceability of requirements, design and code
         * Tools to help control versions
         * Parameters established for regression testing
    6. Access Control Plan to manage, control, and govern access to the seed to sale solution at an individual user and facility/organization (licensed entity) level including adding users, revoking user permissions, and other user management activities.
    7. Workflows that clearly illustrate:
       - * How it will interact with the current OMMA licensure system
         * How it will work with and support current medical marijuana commercial entities that have already been operating (patients, caregivers, growers, processors, and dispensaries)
         * How the solution will work with the new medical marijuana license types (transporters, transport agents, labs, waste management, researchers, and educational facilities)

## Deliverable 4: Implementation and Set Up

### Description

The objective of this task is to ensure that the base Seed to Sale Inventory Tracking and Management Solution, the API module(s), and mobile application/accessibility are installed, configured for use and meet requirements as set forth in the Requirements Analysis by the specified timeframe identified and agreed upon at the Project Kickoff meeting. This deliverable will require the Supplier to include OMMA Licensees in the test plan for the API module(s). Tasks for implementation and setup include but are not limited to:

#### Complete setup of production environment.

#### Setup and configuration of State user accounts and roles.

#### Setup and configuration of OMMA licensed business user accounts and roles, as needed.

#### Setup and configuration of report engine and reports.

#### Setup and configuration of system security.

#### Load data from OMMA License database (Complia).

#### Setup environments for system test, acceptance test and training.

#### Finalize base system and any enhancements and prepare the system for deployment.

#### Supplier completes initial testing and verifies to OMMA in writing that it performs to the Requirements Analysis and is ready for OMMA testing, including the API module(s). Supplier will provide test scripts for OMMA and OMMA licensee testing.

#### Supplier provides technical assistance for OMMA testing. OMMA will have thirty (30) days to test the system prior to deployment to production.

#### Deploy SEED-TO-SALE SYSTEM to Production and formally launch the application (go-live).

#### Verify that all system alerts and system backups are in place and functioning, ensure that the newly launched system is functional and users are able to logon and use the system. For a period of thirty (30) days following go-live, OMMA and OMMA Licensees will use the system in the production environment to confirm the solution functions in accordance with the Requirements Analysis prior to final acceptance of the implemented solution.

#### Supplier shall work with OMMA to plan, test, and schedule full implementation no later than three (3) months following Project Kickoff.

## Deliverable 5: OMMA (STATE) and Licensed Entities Training Program

### Description

Supplier shall provide a Training Plan detailing training materials and modules and/or other training offerings to OMMA staff, and licensed entities, including the detailed training plan, schedule, and reporting requirements for tracking Following acceptance of the Training Plan, the Supplier should make available various training modules, types of training (in person, online, video, etc.) and timeline of rollout to the OMMA and its licensees. The Training and training updates shall be available throughout the duration of the contract. The Training Plan and training materials, as well as any changes to the Training Program must be approved by the OSDH Contract Monitor prior to implementation of such proposed changes.

#### Supplier will develop an onboarding program for OMMA staff to training them how to establish a connection for the OMMA auditing and compliance portal and other system functions and for Medical Marijuana licensed entities in the use of the seed to sale solution.

#### The onboarding program will ensure that State users and OMMA licensees are fully trained in the use of the seed to sale solution and its use.

#### In addition, OMMA staff and subcontractor technical staff may require training of the technical aspects of the solution. The training plan is a critical component for operations and should include various options, ongoing technical assistance and consultation.

#### Supplier will develop a User Manual, including a system configuration guide, for use by State staff.

#### Supplier will develop a User Manual for use by OMMA Compliance and Audit staff.

#### Supplier will develop multiple training modules and tools for OMMA staff such as videos, PowerPoint presentations, curriculum for instructor-led training, train-the-trainer, etc.

#### Supplier will provide an outreach training program and provide outreach services for OMMA licensees including integration and consulting for the technical components, data, workflow, and reporting. Documentation of requirements for integration of third party systems or scales must be provided as part of the outreach training program.

#### Supplier will develop user documentation on the Seed-to-Sale System, providing the instructions, checklists, processes, data formats, file formats, etc., to allow OMMA Licensees to easily setup their data integration process, test the process, and implement into production.

#### Supplier will develop ongoing training for core OMMA team prior to implementation and prior to release of new updates or modules.

### Completion Date

Training for OMMA staff and training availability to licensees is due no later than 60 calendar days following Project Kickoff.

### Acceptance Criteria

OMMA has ten (10) working days in which to accept or reject each component of the Deliverable in writing. If OMMA rejects it, OMMA shall specify in writing the grounds for rejection and Supplier shall use its best efforts to revise any issues to be acceptable to the OMMA within the following ten (10) working days. If OMMA rejects it a second time, OMMA has the option of repeating the procedure as described above or terminating this SOW upon written notice to Supplier. For the acceptance of this deliverable to occur, Supplier shall provide, at a minimum:

* + - * Training Program Plan as described in A.12.1.1 – 12.1.3
      * Licensed Entity Outreach Program Plan including, but not limited to, the following components:
        1. Purpose
        2. Decision tree including outreach activities that will be conducted
        3. Flow chart
        4. Reports to be provided of outreach activities in progress and completed
      * Training Modules and Opportunities for OMMA staff and licensed entities
        1. Published location for user registration and FAQs for the Training Program
        2. OSDH Office of Communications review and approval of outfacing language and materials
        3. Accessibility testing
      * Outreach Program Plan
        1. Purpose
        2. Methods for outreach
        3. Timing of outreach
        4. Triggers for outreach
        5. Staffing

## Deliverable 6: Ongoing Maintenance and Support

### Description

Throughout the contract, the Suppler will maintain the seed to sale solution in proper working order, including ongoing system maintenance, support, and management of the Seed to Sale solution. Maintenance plan with maintenance and support scope definition; objectives and activities; quality and technical specifications including a technical architectural diagram, resources/staffing, timeline, risks and mitigation strategy, and organizational considerations;

Throughout the contract, the Supplier will maintain the Training Program including onboarding new licensed entities and users for limited access and data upload based on the Training Plan;

Throughout the contract, Supplier will provide ongoing technical and functional performance evaluation and usage reports including technical support contacts received, completed, average response times, and similar metrics related to user security requests.

#### Supplier must provide ongoing updates and notifications prior to launching updates and ongoing maintenance.

#### Supplier shall provide additional consultation, configuration, and development necessary to meet changes to state or federal mandates or meet OMMA business needs. All such work will be performed based on a mutually agreed-upon scope of work defining the requirements, deliverables, cost, and timeline. OSDH shall not be responsible for any additional work performed prior to execution of a scope of work by both parties and issuance of a purchase order or change order to authorize Supplier to begin additional work.

## Duties of STATE

### As necessary, STATE will help coordinate meeting logistics.

### Provide contact information for stakeholders

### Provide timely review and feedback to Supplier as needed to ensure requested revisions can be incorporated into deliverables.

### Timely communications

### Participate in meetings as needed to produce deliverables

### Provide response to reasonable requests for information

### Have availability for meetings, consultations or other contact to ensure the project maintains schedule.

### Provide reasonable and necessary access to OSDH data/data systems

### Facilitate access to OSDH or OSDH partners and contractual providers