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Independent Review

Cannabis Control Board (CCB) System Project
For the
State of Vermont

**Submitted to the
State of Vermont, Agency of Digital Services
November 12, 2024**

Final

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Table of Contents

1.0   Executive Summary

For all Information Technology (IT) activities more than $1 million, State of Vermont (State) statute (or at the discretion of the chief information officer [CIO]) requires an Independent Review by the Office of the CIO before the Project can begin. The State Agency of Digital Services (ADS)—on behalf of the Vermont Cannabis Control Board (VCCB)—engaged BerryDunn to perform an Independent Review of the VCCB project implementation (Project). This Independent Review began May 14, 2024, and the presentation of findings is tentatively planned for the week of June 24, 2024.

The VCCB was established through Act 164 of 2020 for the purpose of safely and equitably implementing and administering the laws and rules regulating adult-use cannabis (marijuana) in the State. The VCCB is responsible for establishing, administering, and regulating a cannabis regulatory system for commercial cannabis cultivators, wholesalers, product manufacturers, retailers, and testing laboratories.

This report is based on a single point in time and does not include information on Project progress after May 24, 2024, with the exception of one conversation conducted with ADS on July 11th to discuss the State's plans to postpone contract signature due to a need to conduct architecture redesign efforts for Phase 1 functionality. However, updates to each risk are included in the Risk Register based on discussion during the presentation of this report. While conducting the Independent Review, BerryDunn identified three risks, with none having either a high impact and/or high likelihood of occurrence. These risks are listed in summary form in Section 1.3 and in detail in Appendix B: Risk Register.

BerryDunn updated the financial calculations in this report at the request of the State to more accurately reflect the changes in scope for the project that occurred after BerryDunn's fact-finding period but before BerryDunn report-out of its findings.

1.1 Cost Summary

Table 1.1: Cost Summary includes a summary of Project costs. More detail can be found in Section 5.0: Acquisition Cost Assessment and Section 10.0: Impact on Analysis of Net Operating Costs.

Table 1.1: Cost Summary

IT Activity Life Cycle	Cost and Funding Source
Total Life Cycle Costs (Five Years)	$4,955,089.06
Total Implementation Costs	$3,372,769.56
New Annual Operating Costs (Five Years)	$316,463.90
Current Annual Operating Costs (Five Years)	$0
Difference Between Current and New Operating Costs (Five Years)	($316,463.90)
Funding Source(s) and Percentage Breakdown of Multiple Sources	100% State

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1.2 Disposition of Independent Review Deliverables

Table 1.2: Independent Review Deliverables summarizes Independent Review findings; more detail is provided in later sections of the report.

Table 1.2: Independent Review Deliverables

Deliverable	Independent Review Highlights Including Explanations of Any Significant Concerns
Acquisition Cost Assessment	The proposed system costs include the following: ▪ Implementation cost of $3,372,769.56 consisting of: – Professional Services – $1,897,597 – Software Acquisition, Maintenance, Support, Licenses Costs, and Other – $5,608.80 Based on research using GovWin—a government contracting intelligence platform from Deltek—BerryDunn examined what other state governments and agencies have paid for similar solutions and services. BerryDunn believes anticipated system upgrade costs are comparable to what peer states agencies have paid for similar solutions and those available in the market.
Technology Architecture and Standards Review	Based on document reviews and interviews with Tech Mahindra and ADS IT staff, BerryDunn learned the Project aligns with the ADS Strategic Plan's IT Modernization strategic goal. The solution strengthens VCCB's digital foundation by deploying a new system with a cloud-based offering that reduces VCCB's infrastructure footprint and total cost of ownership. The solution will facilitate improved data capture and process automation, which saves significant time for staff. Based on interviews and a review of Tech Mahindra's Statement of Work (SOW), BerryDunn believes the disaster recovery plan to be adequate.
Implementation Plan Assessment	Based on the SOW and interviews, BerryDunn identified that the State could work with Tech Mahindra to develop a more detailed implementation plan with documented go-live requirements and expected hours per implementation phase. Although BerryDunn believes Tech Mahindra has provided informative baseline information in regard to its approach to training, testing, design, and conversion, a detailed implementation plan and schedule could help solidify Tech Mahindra's approach and help ensure alignment with the State's needs and resources.
Cost-Benefit Analysis	While BerryDunn's projections do not indicate that the State will experience a net decrease in costs as a result of the Project, BerryDunn believes the benefits of the Project outweigh the costs due to legislative requirements, increased licensing revenue (amount not yet quantified), and alignment with the ADS' Strategic Plan.
Impact Analysis on Net Operating Costs	Given the system is not replacing a legacy system and the State has not included an estimated additional licensing revenue in the IT ABC Form, the

Deliverable	Independent Review Highlights Including Explanations of Any Significant Concerns
	Project does not appear to reach a break-even point within five years based on tangible costs and benefits.
Analysis of Alternatives	Through the proposal evaluation process, the State evaluated four proposals from Exavalua, OpenTHC, Speridian Technologies, and Tech Mahindra. Based on preestablished scoring criteria, Tech Mahindra was selected. BerryDunn does not have any concerns with the approach the State used in selecting a vendor for the Project.
Security Assessment	Based on interviews and a review of Tech Mahindra's SOW, Tech Mahindra has a strong plan in place in terms of security assessments. According to its review, BerryDunn believes Tech Mahindra provides sufficient information for areas such as information security controls, breach notification and incident response, encryption controls/technologies for data at rest and in transit, vulnerability management, and compliance.

1.3 Risks Identified as High Impact and/or Having a High Likelihood of Occurrence

Table 1.3: Project Risk Summaries and Ratings summarizes each high-impact or high-likelihood risk, including risk probability, impact, and overall rating. A complete Risk Register is included in Appendix B: Risk Register.

Table 1.3: Project Risk Summaries and Ratings

Risk ID	Risk Description	Risk Likelihood/ Probability	Risk Impact	Overall Risk Rating
…	(None)	…	…	…

1.4 Other Key Issues

BerryDunn did not identify any other key issues.

1.5 Recommendation

Based on the assessment provided in this report, BerryDunn recommends the State proceed with contract signature with Tech Mahindra once all planned Phase 1 architecture redesigned efforts have been completed and the contract schedule has been updated in partnership between ADS, VCCB, and Tech Mahinda.

1.6 Independent Reviewer Certification

I certify that this Independent Review Report is an independent and unbiased assessment of the proposed solution's acquisition costs, technical architecture, implementation plan, cost-benefit analysis, and impact on net operating costs based on the information the State made available to BerryDunn.

DocuSigned by:

Charlie Leadbetter

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11/13/2024

Independent Reviewer Signature   **Date**

1.7 Report Acceptance

The electronic signature below represents the acceptance of this document as the final completed Independent Review Report.

DocuSigned by:

Trisha Watson

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11/12/2024

ADS Oversight Project Manager   **Date**

DocuSigned by:

Denise Reilly-Hughes

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11/19/2024

State of Vermont Chief Information Officer   **Date**

2.0   Scope of This Independent Review

2.1 In Scope

The scope of this document fulfills the requirements of State Statute, Title 3, Chapter 56, §3303(d).

The Independent Review includes:

- An acquisition cost assessment

- A technology architecture review and standards review

- An implementation plan assessment

- A cost analysis and model for benefit analysis

- An analysis of alternatives

- An impact analysis on net operating costs for the agency carrying out the activity

- A security assessment

This Independent Review used the following schedule:

- Week of May 13, 2024: Conduct a Project planning meeting, develop a participation memo, schedule interviews, and review documentation

- Week of May 20, 2024: Conduct interviews and document initial findings, risks, and issues

- Weeks of May 27, 2024, and June 3, 2024: Conduct additional research and follow-up interviews and provide a preliminary Independent Review Report to the State

- Week of June 10, 2024: Collect feedback on, revise, and resubmit the Independent Review

- Week of June 17, 2024: Present Independent Review findings, provide an updated report for signature, and facilitate a Project closeout meeting (if requested)

2.2 Out of Scope

No items from State Statute, Title 3, Chapter 56, §3303(d) are out of scope for this Independent Review.
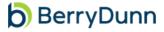
3.0   Sources of Information

3.1 Independent Review Participants

Table 3.1: Independent Review Participants lists personnel who participated in fact-finding meetings and/or communications.

Table 3.1: Independent Review Participants

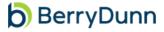| State Personnel		
Olga Fitch	Executive Director, VCCB	• General Project Information • Implementation Plan Review • Cost-Benefit Analysis • Risk Assessment
Kimberley Lashua	Director of Licensing, VCCB	
Kevin Viani	IT Director, ADS	• General Project Information • Implementation Plan Review • Technology Architecture and Standards Review • Risk Assessment
Seamus Loftus	Enterprise Architect, ADS	
Zoe Badia	Salesforce Application Manager, ADS	
Chary Scott	Enterprise Architect, ADS	
David Ladouceur	Cybersecurity Analyst, ADS	
Michael LaPera	Platform Manager, ADS	
Jennifer Pax	Platform Manager, ADS	
Trisha Watson	Portfolio Manager, ADS	
Drew Elwood	Project Manager, ADS	• General Project Information • Cost-Benefit Analysis • Risk Assessment
Amy Boulanger	Business Analyst, ADS	
Tech Mahindra Personnel		
Sujeet Kant	Delivery Head	• General Project Information • Implementation Plan Review • Risk Assessment
Arpit Shastri	Client Success Manager	

3.2 Independent Review Documentation

Table 3.2: Independent Review Documentation below lists the documentation used to compile this Independent Review.

Table 3.2: Independent Review Documentation

Document Name	Description
Cannabis_Updated_IT_ABC (2) (1)	IT ABC Forms
CCB_Phase2_Contract_DRAFTv3 (2)	Cannabis Control Board (CCB) Phase 2 Contract
Attachment_CCB_Product_Backlog_Phase_II	CCB Phase 2 Product Backlog
BAFO Clarifications-11.07	Best and Final Offer (BAFO) clarification questions and answers
CCB Phase II Bidder Response Form	CCB Phase 2 Bidder Response Form
esigned – VCCB_Phase II RFP_final (1)	CCB Phase 2 RFP
Exavalu – VCCB Phase II 20230406	CCB Phase 2 RFP response – Exavalu
Independent Review by BerryDunn for CCB Phase 2 – Tech Mahindra	Presentation from Tech Mahindra for Independent Review
Speridian – VCCB Phase II 20230406	CCB Phase 2 RFP response – Speridian Technologies LLC
Speridian VCCB BAFO Response 20231013	BAFO response from Speridian
Tech Mahindra Response to Vermont Cannabis Control Board Project Implementation	CCB Phase 2 RFP response – Tech Mahindra
Tech Mahindra Response to Vermont Cannabis Control Board Project Implementation_Redacted	CCB Phase 2 RFP response – Tech Mahindra, redacted
Tech Mahindra Response to VCCB Project Implementation – Implementation Project Plan	CCB Phase 2 RFP response – Tech Mahindra, Project schedule
Tech Mahindra VCCB BAFO Response 20231018	BAFO response from Tech Mahindra
TM_Objections	Tech Mahindra objections and responses

4.0   Project Information

4.1 Historical Background

The VCCB was established through Act 164 of 2020 for the purpose of safely and equitably implementing and administering the laws and rules regulating adult-use cannabis (marijuana) in Vermont. The VCCB is responsible for establishing, administering, and regulating a cannabis regulatory system for commercial cannabis cultivators, wholesalers, product manufacturers, retailers, and testing laboratories.

In February 2023, the Vermont ADS released an RFP on behalf of VCCB to solicit bids for software implementation and support services. ADS received bids from Exavalu, Inc., Speridian Technologies LLC, Open THC LLC, and Tech Mahindra Inc. Tech Mahindra was selected as the State's vendor.

4.2 Project Goals

The successful outcome of the Project is defined by the following success criteria:

- Ability to track and monitor appeals process

- Implementation of case management functionality to support the enforcement of regulatory cannabis policies and other business functions

- Implementation of functionality to support the medical cannabis program and its historical data

- Augmenting existing Salesforce infrastructure

- Making data available and accessible to the public

4.3 Project Management Documentation

Table 4.1: Project Management Artifacts summarizes the Project management artifacts and descriptions, and frequency, as articulated in Tech Mahindra's SOW.

Table 4.1: Project Management Artifacts

Project Management Artifacts	Description
Project Charter	Provides basic information about the Project. It includes a Scope Statement (what is in and out of scope); list of Project Deliverables; high-level Project Timeline; Key Roles & Responsibilities; and known Risks, Assumptions, and/or Constraints. The State should sign off on the Project Charter.
Project Management Plan	Dictates specifics on how the Contractor Project manager will administer the Project and will include the following documentation:

Project Management Artifacts	Description
	- Change Management Plan (will dictate how changes will be handled, including any service level terms on over/under estimates) - Communication Management Plan (will dictate what will be communicated, to whom, and how often) - Requirements Management Plan (will dictate the approach by which the requirements will be gathered, approved, and maintained) - Human Resources Management Plan (will dictate what resources will be assigned to the Project, for how long, under what allocation, whom they report to, and how to handle changes to the resource plan) - Procurement Management Plan (will dictate how the vendor[s] will interact with the Project and expectations regarding vendor relations with State resources) - Quality Management Plan (will dictate the quality controls over the work being done on the Project as well as determine key performance indicators; this document is not limited to deliverables) - Risk and Issues Management Plan (will dictate how risks and issues will be managed over the course of the Project) - Scope Management Plan (will dictate how the scope will be maintained to help prevent scope creep)
Formal Acceptance Criteria	Establishes the acceptance and rejection criteria of each document on this list.
Formal Acceptance Sign Off	Obtain signoff at the completion of each Project deliverable as defined by the formal acceptance criteria.
Change Requests	Outlines any changes to the contract scope, schedule, budget, and resources.
Change Requests Log	Tracks the specific change requests approved and their impact to the Project scope, budget, and schedule.
Budget Log	Outlines original contract costs by deliverable with billed and paid-to-date information.
Risk Log	Documents all risks (opened or closed) that could impact the Project. Risks should be outlined by their impact and their potential to occur. All risks should have an owner.
Issue/Action Items/Decision Log	Documents open and resolved/completed issues. Issues should be outlined by their impact, owner, date of occurrence, and remediation strategy.
Decision Log	Documents all decisions made over the course of the Project. Decisions should have a date and name of decider.
Requirements Documents	Act as a finalized list of the Project requirements to be approved by the State. The approach is dictated by the Requirements Management Plan (see Project Management Plan) and can include:

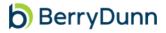| Project Management Artifacts	Description
	• Stated requirements document (SRD): The SRD contains current-state process flows, user stories, and business rules and states the business need at a high level. • Business requirements document (BRD): The BRD contains a medium level of requirements as well as required metrics of Project success. • Functional requirements document (FRD): The FRD contains detailed requirements that can be handed off to the Contractor for execution.
Test Plans	Describe the testing approach, participants, sequence of testing and testing preparations.
Test Cases and Results	The specific test cases to be tested and the testing results. Test cases tie back to the Project requirements (to ensure each one has been met).
Implementation Master Schedule (IMS)	Outlines how the Project will go live and includes a mini-project plan for the exact events that need to occur assigned to the resources that need to do them and the time frame for completion. (See Section 4.4 for more detail.)
Project Status Report	Provides an update on the Project health, accomplishments, upcoming tasks, risks, and significant issues. The Project Status Report and the Project color being reported shall be developed in consultation with the State business lead and State Project manager, as set forth in greater detail in Section 4.2.2.
Project Phase Audit/Gate Check	At the end of each phase, the Contractor project manager shall submit an audit of all deliverables and milestones achieved during the phase to the State project manager for review.
Meeting Agenda/ Minutes	All scheduled meetings will have an agenda and minutes. The minutes shall contain risk issues, action items, and decision logs. Minutes shall be transcribed over to the main logs.
End-of-Project Metrics	Reflect how well the Project was performed. Metrics will be outlined in the Quality Management Plan.
Lessons Learned	Consists of a compilation of the lessons learned, having 20/20 hindsight. Lessons learned shall be delivered in an Excel template and collected from each of the State and Contractor Project team members to get a full 360-degree view of the Project in retrospect.
Closeout Report	Includes all the lessons learned, Project metrics, and a summary of the Project's implementation and outcome in operation.

4.4 Project Phases, Milestones, and Schedule

Table 4.1: Project Management Artifacts summarizes the Project phases, milestones, and associated dates as articulated in Tech Mahindra's SOW. BerryDunn derived the dates in the table from the draft implementation master schedule Tech Mahindra provided.

Table 4.2: Project Phases and Milestones

Phase	Description and Milestones	Date
Initiation	**Milestone 1** Kickoff meeting, planning, and preparation of Project management planning documentation	10/02/23
Development Release 1	**Milestone 2** Release 1 – Sprints 1 and 2 (Licensing)	11/24/23
	Milestone 3 Release 1 – Sprints 3 and 4 (Medical)	12/22/23
Deployment Release 1	**Milestone 4** User acceptance testing (UAT) signoff, training signoff, test issues resolved, Release 1 go-live	02/02/24
Development Release 2	**Milestone 5** Release 2 – Sprints 5 and 6 (Appeals)	02/09/24
	Milestone 6 Release 2 – Sprints 7 and 8 (Enforcement)	03/08/24
Deployment Release 2	**Milestone 7** UAT sign off, training sign off, test issues resolved, Release 2 go-live	04/12/24
Post-Implementation Support/Warranty	**Milestone 8** Contractor shall be responsible for fixing all defects found during the Warranty Period. All defects found within the Warranty Period shall be corrected by Contractor at no additional cost to the State. All documentation and support material delivered as required	07/05/24

5.0   Acquisition Cost Assessment

Table 5.1: Acquisition Cost Assessment summarizes acquisition costs reported to BerryDunn during this Independent Review.

Table 5.1: Acquisition Cost Assessment

Acquisition Costs	Cost	Comments
Vendor Implementation/Installation/Configuration	$1,872,597	
ADS Enterprise Project Management Office (EPMO) Project Oversight and Reporting	$27,500	131 hours x $88
ADS EPMO Project Manager for Implementation	$224,215	1,904 hours x $88
ADS EPMO Business Analyst for Implementation	$156,992	1,826 hours x $88
ADS Enterprise Architect Staff for Implementation	$260,612	463 hours x $88
ADS Security Staff for Implementation	$8,800	100 hours x $88
ADS Quality Assurance Services for Implementation	$54,644.76	
Other ADS IT Labor for Implementation	$16,800	
Software/Licenses	$5,608	
Other Costs	$720,000	Other costs include penetration tests, and NCS Analytics
Independent Review	$25,000	
Total One-Time Acquisition Costs	**$3,372,769.56**	

1. **Cost Validation:** Describe how you validated the acquisition costs.

    BerryDunn validated acquisition costs during documentation review, an interview with the ADS Project manager, and review of the draft contract and IT ABC Form.

2. **Cost Comparison:** How do the acquisition costs of the proposed solution compare to what others have paid for similar solutions? Will VT be paying more, less, or about the same?

    BerryDunn researched GovWin to research what other state government agencies have paid for similar solutions and services. In **Table 5.2: Cost Comparison for Peer Agencies**, BerryDunn compared the anticipated cost for the Project to the costs of peer organizations that have undertaken similar initiatives or acquired similar systems.

Table 5.2: Cost Comparison for Peer Agencies

State Agency	System	Cost/Year	Vendor
Washington State Liquor and Cannabis Board	Seed to Sale Marijuana Traceability System	$800,000/2017	MJ Freeway, LLC

State Agency	System	Cost/Year	Vendor
Oklahoma Department of Management and Enterprise Services	GovWin Bid Notification: Supplier-Hosted Cannabis Inventory Tracking System Solution	$3,500,000/2020	Metric, LLC
Nevada Department of Administration	Seed-to-Sale Inventory Tracking and Management System	$816,000/2015	Metric LLC
Oregon Department of Administrative Services	Seed-to-Sale Tracking System	$1,730,962/2015	Franwell

Given potential differences in solutions and services procured by other states and the highly specific nature of this Project (a system many states currently do not have and the fact that Phase 1 and Phase 1A have already been completed), this analysis is intended to be informational in nature and should not serve as a basis for what the State should be paying.

3. **Cost Assessment:** Are the acquisition costs valid and appropriate in your professional opinion? List any concerns or issues with the costs.

Based on BerryDunn's analysis experience, the firm believes the State is paying comparable costs to similar solutions and services on the market.

6.0   State's Enterprise Architecture Guiding Principles

1. **State's Enterprise Architecture Guiding Principles:** Describe how the proposed solution aligns with each of the State's Enterprise Architecture Guiding Principles.

   a. **Assess how well the technology solution aligns with the business direction**

   Tech Mahindra's solution aligns with the IT Modernization strategic goal in the ADS Strategic Plan. The solution strengthens ADS' digital foundation by deploying a new system with a cloud-based offering that reduces ADS' infrastructure footprint and total cost of ownership.

   b. **Assess how well the technology solution maximizes benefits for the State**

   Primary benefits the solution provides the State will be those articulated in the IT ABC Form and the RFP, including:

   - **Enterprise Alignment and Readiness:** Tech Mahindra's solution encourages small cultivators and entrepreneurs in the legacy market to enter the regulated market by reducing barriers to entry and facilitating innovation.

   - **Customer Service Improvement:** Tech Mahindra's solution will enable applicants to submit for cannabis licenses and enable the State to roll out a new application process for cannabis licenses.

   - **Financial:** Tech Mahindra's solution will increase the revenue generated by the fees associated with cannabis commerce in the State.

   c. **Assess how well the information architecture of the technology solution adheres to the principle of Information is an Asset**

   Tech Mahindra's solution will address the State's immediate needs for a cloud-based CCB system and allow it to scale and evolve to meet the State's future capability needs. Tech Mahindra's solution can integrate with the Salesforce technology platform, enabling seamless data exchange and improving efficiency and data consistency.

   d. **Assess if the technology solution will optimize processes**

   BerryDunn believes the new technology solution will optimize current business processes, as the Tech Mahindra cloud-based solution is anticipated to include:

   - Improved reporting functionality

   - Salesforce platform integration

   - VISION financial platform integration

   - Service enhancements, including changes to approved forms, business rules, security roles, workflows, and more

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    e. Assess how well the technology solution supports resilience-driven security

    After conducting interviews with Tech Mahindra, BerryDunn believes Tech Mahindra's solution will support the State's goal of supporting resilience-driven data. Tech Mahindra provided supporting evidence, including robust security features, continuity planning and disaster recovery, proactive threat monitoring, and compliance and security standards.

2. **Sustainability:** Comment on the sustainability of the solution's technical architecture (i.e., is it sustainable?)

   After conducting interviews with Tech Mahindra, BerryDunn believes the Tech Mahindra solution will support the State's goal of supporting sustainable technical architecture. Tech Mahindra provided supporting evidence, including scalability and flexibility, interoperability, consistency and standardization, and security and compliance.

3. **How does the solution comply with the ADS Strategic Goals enumerated in the Agency of Digital Services Strategic Plan 2022 – 2026?**

   Tech Mahindra complies with the IT Modernization strategic goal in the ADS Strategic Plan. The system upgrade strengthens ADS' digital foundation by upgrading legacy IT systems to a newer version with a cloud-based offering and by reducing ADS' infrastructure footprint and total cost of ownership.

4. **Compliance with the Section 508 Amendment to the Rehabilitation Act of 1973, as amended in 1998:** Comment on the solution's compliance with accessibility standards as outlined in this amendment. Reference: https://www.section508.gov/manage/laws-and-policies/

   After reviewing the documentation Tech Mahindra provided, BerryDunn believes the solution will meet Section 508 compliance standards.

   After reviewing the SOW and the IT ABC Form, BerryDunn cannot confidently comment on whether Tech Mahindra is compliant with Section 508 of the Rehabilitation Act of 1973 Amendment. According to the IT ABC Form, the solution "meets a previously unmet State or Federal compliance requirement," but no further information is provided on what compliance requirement is being met.

5. **Disaster Recovery:** What is your assessment of the proposed solution's disaster recovery plan? Do you think it is adequate? How might it be improved? Are there specific actions that you would recommend to improve the plan?

   After reviewing Tech Mahindra's response during the interview, BerryDunn believes Tech Mahindra has an adequate approach to disaster recovery. Tech Mahindra provided a disaster recovery plan that included plans for areas such as protecting data and backups,

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communicating during a disaster, activating the disaster recovery plan, restoring IT functionality, and planning and testing.

6. **Data Retention:** Describe the relevant data retention needs and how they will be satisfied for or by the proposed solution.

After reviewing Tech Mahindra's response during the interview, BerryDunn believes Tech Mahindra's solution will meet the State's data retention needs. Specifically, Tech Mahindra provided a detailed section regarding data and backups in the disaster recovery plan.

7. **Service-Level Agreement (SLA):** What are the post-implementation services and service levels required by the State? Is the vendor-proposed SLA adequate to meet these needs in your judgment?

BerryDunn believes Tech Mahindra has proven there is a solidified SLA approach. Specifically, Tech Mahindra provided information regarding its standard services, including:

- Live help desk support

- Weekly updates for bugs and fixes

- Support service packs/patches from third-party vendors

- Quarterly global updates to IntelliGrants CORE products

- Access to optional major functionalities upgrades that provide additional product functionality

8. **System Integration:** Is the data export reporting capability of the proposed solution consumable by the State? What data is exchanged, and what systems (State and non-State) will the solution integrate/interface with?

After reviewing the SOW and the IT ABC Form, BerryDunn believes the Tech Mahindra solution sufficiently meets system integration requirements.

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7.0   Assessment of Implementation Plan

1. **The reality of the implementation timetable.**

    Tech Mahindra's SOW included a preliminary outline of a schedule, including phases and associated milestones. However, no dates were assigned to any schedule items. BerryDunn suggests requiring Tech Mahindra provide the State with an implementation timetable, including task breakdowns and estimated start and finish dates.

2. **Readiness of impacted divisions/departments to participate in this solution/Project (consider current culture, staff buy-in, organizational changes needed, and leadership readiness).**

    Based on interviews with Project leadership, Project staff, and vendor personnel as well as document reviews, the State might consider developing an Organizational Change Management (OCM) Plan to engage all stakeholder groups across impacted departments (see Risk #3 in the Risk Register).

3. **Do the milestones and deliverables proposed by the vendor provide enough detail to hold the vendor accountable for meeting the business needs in these areas?**

    a. **Project Management**

    Tech Mahindra's SOW did not provide sufficient details for how Tech Mahindra will approach planning, managing, and controlling the Project. In particular, the SOW did not include a proposed implementation and maintenance schedule or an implementation plan with dates. BerryDunn believes Tech Mahindra has not provided enough detail on how it will meet the needs of the business in regard to Project management.
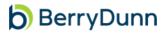
    b. **Training**

    Tech Mahindra's SOW does not include the development of training materials nor delivery of training other than via self-paced online modules. There was no indication on the number of expected hours, participants, or deliverable assumptions. BerryDunn believes Tech Mahindra has not provided enough detail on how it will meet the needs of the business in regard to training.

    c. **Testing**

    Tech Mahindra's SOW has multiple references in regard to its testing approach. Testing is incorporated into the overall solution implementation approach as part of each sprint and as part of each release.

    Tech Mahindra's proposed SOW also noted that Tech Mahindra will conduct UAT during deployment of releases 1 and 2, which will help ensure the solution is functioning as desired. BerryDunn believes Tech Mahindra has provided enough detail on how it will meet the needs of the business in regard to testing.

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d. Design

Tech Mahindra's SOW contains multiple references to its design approach, including multiple levels for designs (e.g., workflow design and build design) that go through the change management process. Additionally, Tech Mahindra stresses the importance of needing completed documentation that accurately reflects the State's requirements to help ensure the soundness of builds during solution implementation.

During each stage of configuration, BerryDunn observed that Tech Mahindra provided plans to incorporate the design process and how design fits into the grander scheme of the system upgrade. BerryDunn believes Tech Mahindra has provided enough detail on how it will meet the needs of the business in regard to design.

e. Conversion

Tech Mahindra's SOW had multiple references to its data migration, rather than conversion, approach. Specifically, Tech Mahindra described data migration will take place via a three-phased approach.

1. Phase 1: Building Out Program Templates. During this phase, Tech Mahindra will focus on building out program templates, dating back to 2007, which is a crucial step to help ensure the historical data from the legacy system can be accurately and effectively migrated.

2. Phase 2: Testing of Program Templates. During this phase, Tech Mahindra will conduct thorough testing of program templates that will have active grant data migrated, which is crucial to help ensure templates are functioning as desired.

3. Phase 3: Data Migration and Integration. During this phase, Tech Mahindra will migrate historical data to the production site.

BerryDunn believes Tech Mahindra has provided enough detail on how it will meet the needs of the business in regard to conversion.

f. Implementation Planning

Tech Mahindra's SOW referenced the use of Azure DevOps, an industry standard Agile planning and development tool, to facilitate requirement (i.e., user story) tracking. During implementation, Azure DevOps will be used to inform key customer resources on which functional system elements are ready for customer design review and UAT.

g. Implementation

Tech Mahindra's SOW includes a proposed payment milestone schedule that outlines the number of days needed for each deliverable phase. According to the SOW, there is also an included proposed schedule and cost breakdown for each implementation for the system upgrade and each implementation's required hours.

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Without reviewing this proposed schedule, BerryDunn cannot comment on whether it is sufficiently detailed or feasible. BerryDunn believes Tech Mahindra has not provided enough detail on how it will meet the needs of the business in regard to implementation.

4. **Does the State have a resource lined up to be the Project manager on the Project? If so, does this person possess the skills and experience to be successful in this role in your judgment? Please explain.**

Based on BerryDunn's interactions with the project manager during this Independent Review, BerryDunn believes the individual has the skills and experience necessary for the role.

8.0 Cost Analysis and Model for Benefit Analysis

1. **Analysis Description:** Provide a narrative summary of the cost-benefit analysis conducted. Be sure to indicate how the costs were independently validated.

    BerryDunn evaluated the costs the State provided in the IT ABC Form and the SOW. BerryDunn discussed the benefits of the Project during interviews with the State and incorporated that information in this report.

2. **Assumptions:** List any assumptions made in your analysis.

    BerryDunn performed the cost-benefit analysis using the following assumptions:

    - There is a five-year life cycle, with implementation activities beginning in fiscal year (FY) 2025

    - Maintenance and licensing payments will begin in FY 2026

    - All implementation and payments to Tech Mahindra will be made according to the contract

    - State labor costs are for implementation only, not for time spent during previous Project phases before contract execution (e.g., exploration, planning, contracting)

3. **Funding:** Provide the funding source(s). If multiple sources, indicate the percentage of each source for both acquisition costs and ongoing operational costs over the duration of the system/service life cycle.

    The Project will pay 100% of implementation and operating costs with State funds.

4. **Tangible Costs and Benefits:** Provide a list and description of the tangible costs and benefits of this Project. It is "tangible" if it has a direct impact on implementation or operating costs (an increase = a tangible cost, and a decrease = a tangible benefit). The cost of software licenses is an example of a tangible cost. Projected annual operating cost savings is an example of a tangible benefit.

    Tangible Costs

    - Implementation service (one-time) costs include:

        o Vendor implementation/instillation/configuration: $1,872,597

        o ADS EPMO Project Oversight: $27,500

        o ADS EPMO Project Manager: $224,215

        o ADS EPMO Business Analyst: $156,992

        o ADS Enterprise Architect: $260,612

        o ADS Security Staff: $8,800

        o ADS Quality Assurance: $54,644.76

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- o Other ADS IT Labor: $16,800

- o Software/Licenses: $5,608

- o Other Costs: $720,000

- o Independent Review: $25,000

- Maintenance, support, hardware, hosting, and license costs include:

  - o Software/licenses: $246,263.90

  - o Vendor annual maintenance/service costs: $61,400

- Annual State labor costs include:

  - o IT labor to operate and maintain the solution: $8,800

Tangible Benefits

Based on the State's assumptions in the IT ABC Form, the State will realize tangible benefits by allowing applicants to submit for cannabis licenses.

5. **Intangible Costs and Benefits:** Provide a list and descriptions of the intangible costs and benefits. It is "intangible" if it has a positive or negative impact but is not cost related. Examples: Customer service is expected to improve (intangible benefit), or employee morale is expected to decline (intangible cost).

Intangible costs and benefits include:

- Encourages small cultivators and entrepreneurs in the legacy market to enter the regulated market by reducing barriers to entry and facilitating innovation

- Ability for applicants to submit cannabis licenses

- Potential increased revenue generated by fees associated with cannabis commerce, although these fees and potential revenue are not included in the IT ABC Form

6. **Costs vs. Benefits:** Do the benefits of this Project (consider both tangible and intangible) outweigh the costs in your opinion? Please elaborate on your response.

While BerryDunn's projections do not indicate that the State will experience a net decrease in costs as a result of the Project, BerryDunn believes the benefits of the Project outweigh the costs due to legislative requirements, increased licensing revenue (amount not yet quantified), and alignment with the ADS' Strategic Plan.

7. **IT ABC Form Review:** Review the IT ABC Form (Business Case/Cost Analysis) created by the State for this Project. Is the information consistent with your Independent Review and analysis? If not, please describe. Is the life cycle that was used appropriate for the technology being proposed? If not, please explain.

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The draft IT ABC Form largely reflects BerryDunn's findings, and BerryDunn used it to inform the financial analysis.

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9.0   Analysis of Alternatives

1. **Provide a brief analysis of alternative solutions that were deemed financially unfeasible.**

2. **Provide a brief analysis of alternative technical solutions that were deemed unsustainable.**

3. **Provide a brief analysis of alternative technical solutions where the costs for operations and maintenance were unfeasible.**

In February 2023, the Vermont ADS released an RFP on behalf of VCCB to solicit bids for software implementation and support services. ADS received bids from Exavalu, Inc., Speridian Technologies LLC, and Tech Mahindra Inc. Tech Mahindra was selected as the State's vendor. BerryDunn does not have any concerns with the approach the State used in selecting a vendor for the Project.

Table 9.1: Alternatives Analysis Opportunities

Rating Criteria	Weight Factor	Exavalua, Inc.	OpenTHC, Inc.	Speridian Technologies, LLC	Tech Mahindra Inc.
Vendor Profile: Experience, References	10	6.7	2.7	6.8	8.4
Vendor Profile: Financial Strength	10	7.0	2.3	6.8	6.9
Vendor Proposal/Solution and Ability to Meet the State's Functional and Non-Functional Requirements	25	20.3	4.9	18.1	19.2
Professional Implementation Services: Project Management and Technical Services	10	6.5	2.7	6.6	7.2
Maintenance and Support Services	15	8.7	3.6	8.3	9.1
Pricing, Includes Licensing, Maintenance, and Warranty	25	17.8	2.2	19.4	16.7

Rating Criteria	Weight Factor	Exavalua, Inc.	OpenTHC, Inc.	Speridian Technologies, LLC	Tech Mahindra Inc.
Vendor Demonstration (for finalists)	5	1.3	0.3	1.9	2.7
Total Weighted Points Average	**100**	**68.3**	**18.7**	**67.9**	**70.2**

10.0   Impact on Analysis of Net Operating Costs

1. Insert a table to illustrate the Net Operating Cost Impact.

Figure 10.1: Life Cycle Analysis illustrates the impact on net operating costs over five years. Please note that BerryDunn used the IT ABC Form approved at the time of fact-finding activities, which might not reflect currently anticipated costs based on changes made to the Project's estimates since. Later versions of the IT ABC Form and/or the draft contract with Tech Mahindra might have more current information.
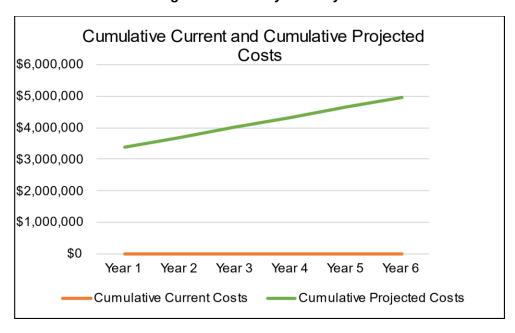
Figure 10.1: Life Cycle Analysis

2. Provide a narrative summary of the analysis conducted and include a list of any assumptions.

BerryDunn conducted an impact analysis on net operating costs using the costs validated and verified in the acquisition cost assessment and cost-benefit analysis sections in this report. BerryDunn used the following assumptions during this analysis:

- There is a five-year life cycle, with implementation activities occurring during the first year (FY 2025).

- The projected costs for FY 2025 Professional Services (Non-Software Costs) include:

    o Tech Mahindra's Implementation Services: $1,872,597

    o Independent Review Services: $25,000

- The projected cost for Other Costs (State Labor) includes the following for each year of implementation (i.e., FY 2025):

![BerryDunn logo]

- o ADS EPMO Project Oversight: $27,500

- o ADS EPMO Project Manager: $224,215

- o ADS EPMO Business Analyst: $156,992

- o ADS Enterprise Architect: $260,612

- o ADS Security Staff: $8,800

- o ADS Quality Assurance: $54,644.76

- o Other ADS Labor: $16,800

- o Other Costs: $720,000

- The projected annual costs from FY 2025 through FY 2030 for Maintenance, Support, Hardware, Hosting, and Licenses include:

  - o Tech Mahindra's Maintenance Services: $61,400

  - o Software/Licenses: $246,263.90

  - o State IT Labor to Operate and Maintain the Solution: $8,800

3. **Explain any net operating increases that will be covered by federal funding. Will this funding cover the entire life cycle? If not, please provide the breakouts by year.**

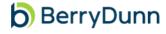All net operating costs (100%) will be covered by State funding.

4. **What is the break-even point for this IT activity (considering implementation and ongoing operating costs)?**

Based on the costs in the draft contract and IT ABC Form, there is no break-even point prior to the end of FY 2030, as shown in **Table 10.1: Baseline Current and Projected Costs** below.

Table 10.1: Baseline Current and Projected Costs

Description	Implementation FY25	Maintenance FY26	Maintenance FY27	Maintenance FY28	Maintenance FY29	Maintenance FY30	Total
Maintenance, Support, Hardware, Hosting, and License Costs							
Enterprise Application – License or Subscription Costs	$5,608.80	$246,263.90	$246,263.90	$246,263.90	$246,263.90	$246,263.90	**$1,236,928.30**
Vendor Hosting							**$0.00**
Support and Maintenance		$61,400.00	$61,400.00	$61,400.00	$61,400.00	$61,400.00	**$307,000.00**
Other Professional Services							
Vendor Implementation/ Installation/ Configuration	$1,872,597.00						**$1,872,597.00**
Implementation Oversight/PM							**$0.00**
Independent Review	$25,000.00						**$25,000.00**
State Labor Costs							
ADS EPMO Project Oversight	$27,500.00						**$27,500.00**

Description	Implementation	Maintenance	Maintenance	Maintenance	Maintenance	Maintenance	Total
	FY25	FY26	FY27	FY28	FY29	FY30	
ADS EPMO Project Manager	$224,215.00						**$224,215.00**
ADS Business Analyst	$156,992.00						**$156,992.00**
ADS Enterprise Architect	$260,612.00						**$260,612.00**
ADS Security Staff	$8,800.00						**$8,800.00**
ADS Quality Assurance Services	$54,644.76						**$54,644.76**
Other ADS Labor	$16,800.00	$8,800.00	$8,800.00	$8,800.00	$8,800.00	$8,800.00	**$60,800.00**
State IT Labor to Operate & Maintain							**$0.00**
Other Costs	$720,000.00						**$720,000.00**
Operating Costs		$316,463.90	$316,463.90	$316,463.90	$316,463.90	$316,463.90	**$1,582,319.50**
Total Implementation	$3,372,769.56						**$3,372,769.56**
Total Life Cycle Costs to be Paid with State Funds	**$3,372,769.56**	**$316,463.90**	**$316,463.90**	**$316,463.90**	**$316,463.90**	**$316,463.90**	**$4,955,089.06**
Total Life Cycle Costs to be Paid with Federal Funds	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00	$0.00

11.0   Security Assessment

1. **Will the new system have its own information security controls, rely on the State's controls, or incorporate both?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra provides sufficient detail in regard to the security controls the system upgrade will provide. Specifically, in its response to the SOW, Tech Mahindra explains that the system upgrade will use Transport Layer Security (TLS) 1.2 to encrypt traffic from the client browser to the server and will use TLS 1.2 to encrypt traffic between the web server and Azure SQL Managed instance database server respective to the client. Additionally, the data will be encrypted in transit.

2. **What method does the system use for data classification?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra has not provided sufficient information on how the solution will address data classification. The State might consider requiring Tech Mahinda to provide a documented approach on how data the State's classification/organization needs will be addressed.

3. **What is the vendor's breach notification and incident response process?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra provides sufficient information on how the system upgrade will address breach notification and incident response. Specifically, in its response to the SOW, Tech Mahindra provided a full business continuity and disaster recovery plan that included its plans for managing data and backups, communicating during a disaster, activating the disaster recovery plan, restoring IT functionality, and conducting plan testing and maintenance.

4. **Does the vendor have a risk management program that specifically addresses information security risks?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra has not provided sufficient information on a proper risk management program. The State might consider requiring Tech Mahinda to provide a documented risk management approach.

5. **What encryption controls/technologies does the system use to protect data at rest and in transit?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra provides sufficient information regarding encryption controls/technologies. Specifically, in its response to the SOW, Tech Mahindra explained the data is encrypted in transit by TLS 1.2, and data at rest is encrypted by Microsoft BitLocker (files on the web server) and Microsoft Transparent Data Encryption (database).

6. **What format does the vendor use for continuous vulnerability management, what process is used for remediation, and how do they report vulnerabilities to customers?**

    After reviewing the SOW, BerryDunn believes Tech Mahindra provides sufficient information regarding vulnerabilities. Specifically, in its response to the SOW, Tech Mahindra explained

it provides proactive threat monitoring and follows industry standards and regulations to help ensure it is proactively identifying vulnerabilities. However, BerryDunn was unable to find any mention of the communication method and/or timing of communication regarding vulnerabilities.

7. **How does the vendor determine their compliance model and how is their compliance assessed?**

After reviewing the SOW, BerryDunn believes Tech Mahindra provides sufficient information regarding vulnerabilities. Specifically, in its response to the SOW, Tech Mahindra explained it prioritizes security and compliance by adhering to industry standards and regulations. The system upgrade includes robust security measures, data encryption, access controls, and ongoing monitoring to safeguard sensitive information and mitigate potential risks or vulnerabilities.

12.0   Risk Assessment and Risk Register

The risks identified during this Independent Review can be found in Appendix B: Risk Register.

Appendix A: Life Cycle Cost-Benefit Analysis

Table A.1, on the following page, reflects a five-year life cycle cost analysis.

Table A.1: Life Cycle Costs by Year

Impact on Operating Costs	FY25	FY26	FY27	FY28	FY29	FY30	Five-Year Totals
Professional Services (Non-Software Costs)							
Current Costs	$0	$0	$0	$0	$0	$0	**$0**
Projected Costs	$1,903,206	$307,664	$307,664	$307,664	$307,664	$307,664	**$3,441,525**
Hardware, Hosting, and License Costs							
Current Costs	$0	$0	$0	$0	$0	$0	**$0**
Projected Costs	$0	$0	$0	$0	$0	$0	**$0**
Other Costs (State Labor)							
Current Costs	$0	$0	$0	$0	$0	$0	**$0**
Projected Costs	$1,469,564	$8,800	$8,800	$8,800	$8,800	$8,800	**$1,513,564**
Baseline Current Costs	$0	$0	$0	$0	$0	$0	**$0**
Baseline Projected Costs	$3,372,770	$316,464	$316,464	$316,464	$316,464	$316,464	**$4,955,089**
Cumulative Current Costs	$0	$0	$0	$0	$0	$0	**$0**
Cumulative Projected Costs	$3,372,770	$3,698,233	$4,005,697	$4,322,161	$4,638,625	$4,955,089	**$4,955,089**
Net Impact on Professional Services	($1,903,206)	($307,664)	($307,664)	($307,664)	($307,664)	($307,664)	**($3,441,525)**
Net Impact on Software Acquisition, Maintenance, Support, Licenses Costs, and Other	($1,469,564)	($8,800)	($8,800)	($8,800)	($8,800)	($8,800)	**($1,513,564)**
Net Impact on Operating Costs	($3,297,097)	($316,464)	($316,464)	($316,464)	($316,464)	($316,464)	**($4,955,089)**

Appendix B: Risk Register

Data Element	Description
Risk #	Sequential number assigned to a risk to be used when referring to the risk.
Risk Likelihood/Probability, Impact, Overall Rating	Two-value indicator of the potential impact of the risk if it were to occur, along with an indicator of the probability of the risk occurring. Assigned values are High, Medium, or Low.
Source of Risk	Source of the risk, which might be interviews with the State, project documentation review, or vendor interview.
Risk Description	Brief narrative description of the identified risk.
Implication	A likely consequence of the identified risk.
State's Planned Risk Strategy	Strategy the State plans to take to address the risk. Assigned values are Avoid, Mitigate, Transfer, or Accept.
State's Planned Risk Response	Risk response the State plans to adopt based on discussions between State staff and BerryDunn reviewers.
Timing of Risk Response	Planned timing for carrying out the risk response, which might be prior to contract execution or subsequent to contract execution.
Reviewer's Assessment of State's Planned Response	Indication of whether BerryDunn reviewers think the planned response is adequate and appropriate, including recommendations if not.

Risk Rating Criteria			
Scale	Low	Medium	High
Impact	Condition does not impact quality and is unlikely to impact achievement of Project objectives. -OR- Condition might be mitigated through adjustment in effort to avoid impacts to Project objectives.	Condition might be mitigated through reduction or deferral of baseline scope to avoid impact to quality and/or moving date of key milestone. -OR- Condition might be mitigated by focused corrective actions to help ensure achievement of Project objectives.	Condition might require acceptance of agreed-upon modifications to avoid impact(s) to key Project objectives. -OR- Conditions might introduce risk to Project scope, quality of work products, system solution, and/or user experience.
Likelihood	1% – 39%	40% – 89%	90% – 100%

Risk #: #1	Risk Likelihood/Probability: Low	Risk Impact: Low	Overall Risk Rating: Low

Source of Risk: Interview with ADS IT and Project Management

Risk Description: The high-level draft schedule and contract could use more detail regarding deliverables and milestones listed in the SOW, activities assigned to State resources, and deliverable review and acceptance activities.

During review of the draft schedule and contract, BerryDunn identified there are no resources loaded into the schedule, and it is not clear what activities the State needs to complete. Additionally, not all deliverables and milestones listed in the SOW are included in the draft schedule, and deliverables do not have review, revise, finalize, and approve activities.

Without a clear schedule of activities required to complete all Project work, appropriate expectations and State resources might not be available, which could impact the overall Project schedule.

State's Planned Risk Strategy:

Mitigate

State's Planned Risk Response:

At the time of the review, the sequence of functionality to be delivered in Phase 2 was being debated and was subsequently changed. Part of the reason for the change was to ensure that resources associated with the Medical module would be available. The business has moved the sequence for this sector from first to last. The vendor was made aware of this possibility and was not asked to provide detailed deliverables and milestones in the schedule until the decision was made.

The activities cited above, specifically the review, revision, finalization, and approval activities will be included in the final draft contract, and clearly reflected in the Master Implementation Schedule and the Milestone Payment Schedule.

Timing of Risk Response:

The additional detail will be included in the final contract.

Reviewer's Assessment of State's Planned Response:

BerryDunn accepts the State's planned risk response.

Updates Discussed During Presentation of Findings:

ADS is working with Tech Mahindra to make these updates in the draft contract.

Risk #: #2	Risk Likelihood/Probability: Low	Risk Impact: Medium	Overall Risk Rating: Medium

Source of Risk: Interviews with Project Management, Project Leadership, and ADS IT

Risk Description: The draft contract could use additional information on the expected level of involvement (e.g., number of hours per week working on the Project) and role descriptions to help ensure the State and Tech Mahindra understand and agree upon State resource availability.

During review of the draft contract, BerryDunn identified that, while there was mention of Tech Mahindra's resources and expected number of hours working on each phase of the Project, no detail was provided regarding the State's ability to provide resources from the involved agencies and departments. Without these expectations defined and agreed-upon in the draft contract, the State and Tech Mahindra are at risk of being misaligned on the Project's State resources, which might impact the proposed schedule and sequence of releases.

State's Planned Risk Strategy:

Mitigate

State's Planned Risk Response:

The partnership between the CCB, ADS and TechM has developed over the last few months as Phase 1/1A ends. We have improved how to work together and have taken steps to routinize these improvements into our daily activities.

Building upon these improvements, we have found that additional emphasis on clarity of desired functionality in the user stories has reduced the need for iterative reviews and corrections in addressing issues. For example, when focusing on Milestone 9 development, available time was used to conduct a second pass of the Milestone 10 user stories, allowing us to look at the areas causing re-work in the previous deliverable and tighten the requirements up. When development for M10 began, things went much smoother. We intend to follow this model in Phase 2.

This approach avoided re-work, resulted in fewer total hours required, and will reduce resource constraint. The State also acknowledges that in the event of operational issues impacting the larger CCB application, their resolution will take priority over development and release of new code.

Timing of Risk Response:

Pre-contracting, currently in practice.

Reviewer's Assessment of State's Planned Response:

BerryDunn accepts the State's planned risk response.

Updates Discussed During Presentation of Findings:

The ADS Project Team is working to add the expected number of hours for the State's project resource and technical team to the contract. The State plans to clarify Tech Mahindra's expectations.

Risk #: #3	Risk Likelihood/Probability: Medium	Risk Impact: Medium	Overall Risk Rating: Medium

Source of Risk: Conversion with Project Management and ADS IT following primary fact-finding interviews.
Risk Description: Delays to starting the Project due to Phase 1 architecture redesign efforts could result in changed to either the State or Tech Mahindra's resource availability to support the Project During its conversion with Project Management and ADS IT following primary fact-finding interviews, BerryDunn learned that – while the start of Project activities has been delayed due the Phase 1 architecture redesign efforts – the Project has not yet discussed with either the State or Tech Mahindra's resource availability to support the Project during a shifted timeframe. Given VCCB's limited resources and potential other obligations Tech Mahindra might have, this could result in Project resources being unavailable during planned activities in a revised Project timeline. BerryDunn understands that, given the variability of when both the Project as well as other ongoing initiatives, it is difficult to predict with much certainty when Project tasks will actually occur. However, confirming that the general timeline still works for all parties will be important to complete prior to contract signature.
State's Planned Risk Strategy: Accept
State's Planned Risk Response: The business and ADS agree that this is the optimal time to make architecture changes, concluding Phase 1A of the project and having Phase 2 not yet begun. ADS will proceed with all deliberate speed to complete estimates and secure budget for the rearchitecture. When an estimated timeframe for the completion of the work is known, we will meet with Tech Mahindra to adjust the Master Implementation Schedule. The vendor is aware of delays and continues to express their desire to be our Phase 2 implementation partner.
Timing of Risk Response: The additional detail will be included in the final contract.
Reviewer's Assessment of State's Planned Response: BerryDunn accepts the State's planned risk response.
Updates Discussed During Presentation of Findings: The State has revised the schedule in the contract based on its understanding of the schedule at this time. Phase 1's Architecture redesign is scheduled to be complete by the end of January, when Phase 2 is set to begin/finish. Additionally, the costs involved with this project have changed recently and will be updated by the State's ADS project team.

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