

CONTRACT #2
RFS # 335.01-13039
FA # 12-1462
Edison # 34552

Commerce and Insurance

VENDOR:
Iron Data Solutions, Inc.



STATE OF TENNESSEE
DEPARTMENT OF COMMERCE AND INSURANCE
500 JAMES ROBERTSON PARKWAY
NASHVILLE, TENNESSEE 37243
(615) 532-3589

December 19, 2012

Ms. Leni Chick
Fiscal Review Committee
8th Floor Rachel Jackson Building
Nashville, Tennessee 37243

Re: **Non-Competitive Contract Request – RFS #33501-13039**

Dear Ms. Chick:

The following information is provided in support of the non-competitive contract submitted for consideration and approval of the Fiscal Review Committee.

Procurement Purpose

The Department of Commerce and Insurance, Division of Regulatory Boards (the "Division"), is responsible for regulatory oversight of twenty-five (25) regulatory boards and commissions in accordance with Tennessee law and rules. Pursuant to this responsibility, the Division is seeking to procure professional services to install, configure, implement and test a Comprehensive Online Regulatory Enforcement ("CORE") system to support all of its administrative, licensure, and enforcement functions. Services provided under the proposed contract include data conversion, training and support necessary to transition from the current Regulatory Boards System ("RBS"), application which is more than ten years old, to a fully functional online regulatory licensing and enforcement system within a five (5) year period.

The Division's objective is to upgrade the current regulatory licensing and enforcement system in terms of functionality, technical architecture and software platform. Though the current RBS system is still operable, the technology is dated. The CORE system will provide improved functionality and reliability, and reduce overall cost in the regulatory licensing process. The cost involved in repairing or upgrading the current system would exceed the cost of procuring a new system successfully which has been implemented in similar environments.

Justification for a Non-Competitive Contract

The number of vendors which can provide the software and services required by the Division is limited. Based on previous procurements and extensive market research conducted by the Office of Information Systems of the Department of Finance and Administration and the Information Systems Section of the Department, the Division determined that Iron Data Solutions, Inc. ("Iron Data") is able to provide a state-of-the-art software system and services to meet its requirements of a fully integrated regulatory licensing and enforcement system in the shortest amount of time at the lowest overall cost and risk. Please note that Iron Data is now the parent company of Versa Systems, the company that developed the Department's current RBS system.

Iron Data has provided software, automated systems and or professional services for 90 regulatory agencies, boards and departments across 34 different states. A major factor in selecting Iron Data was the fact that it is developing a system for the regulatory boards for the Tennessee Department of Health, the requirements of which are very similar to those of the Department of Commerce and Insurance, and will be fully compliant with the State of Tennessee Information Systems Statewide Plan. (Please see: <http://www.state.tn.us/finance/oir/prd/stplan.pdf>).

Potential cost savings to the State can be estimated based on the number of license applications. The current 2011 Governors Report, there were 30,946 new license applications and 96,853 renewal applications. With those numbers, there is a potential for those 30,946 licenses to become online clients and replace the manual paper driven day to day process with a customer facing interactive process C&I does not currently utilize.

A freestanding online solution within the Division would provide an incentive for online use, thereby reducing administrative costs. Additional online services, such as new license application, reporting continuing education, and license status verification will eliminate the need for manual processing of applications and Division resources and permit State employees to focus more on compliance and maintenance of the licensee's and customers those licensees' serve.

Summary

The Division believes that, based on a survey of the regulatory systems available and market research conducted by various State of Tennessee agencies, the Division has determined that the CORE system offered by Iron Data Solutions, Inc. offers the best regulatory licensing and enforcement system available in terms of functionality, reliability and efficiency, and is very competitive in terms of cost. The Division further believes that the supporting documentation provided with this request establishes that the proposed contract with Iron Data is consistent with laws, rules and objectives of the Department of Commerce, and is the best interests of the State of Tennessee.

Ms. Leni Chick
December 19, 2012
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Please advise if you have any questions or the Committee requires any additional information.

Respectfully,

A handwritten signature in black ink, appearing to read "Dan Birdwell", written in a cursive style.

Dan Birdwell
Assistant General Counsel
(615) 532-3589
Dan.m.birdwell@tn.gov

cc: Paul Hartbarger, Director, Information Systems, Department of Commerce and Insurance
Robert Lee Wright, Chief Fiscal Officer, Department of Commerce and Insurance

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Dan Birdwell	*Contact Phone:	(615) 532-3589		
*Original Contract Number:	N/A	*Original RFS Number:	33501-13039		
Edison Contract Number: <i>(if applicable)</i>	34552	Edison RFS Number: <i>(if applicable)</i>	N/A		
*Original Contract Begin Date:	March 1, 2013	*Current End Date:	February 28, 2018		
Current Request Amendment Number: <i>(if applicable)</i>	N/A				
Proposed Amendment Effective Date: <i>(if applicable)</i>	N/A				
*Department Submitting:	Commerce and Insurance				
*Division:	Regulatory				
*Date Submitted:	December 14, 2012				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Iron Data Solutions, Inc.				
*Current Maximum Liability:	\$2,400,000				
*Current Contract Allocation by Fiscal Year: <i>(as Shown on Most Current Fully Executed Contract Summary Sheet)</i>					
FY:2013	FY:2014	FY:2015	FY:2016	FY2017	FY2018
\$159,163.12	\$859,732.48	\$930,752.48	\$164,334.68	\$168,289.87	\$117,727.37
*Current Total Expenditures by Fiscal Year of Contract: <i>(attach backup documentation from STARS or FDAS report)</i>					
FY:2013	FY:2014	FY:2015	FY:2016	FY2017	FY2018
\$	\$	\$	\$	\$	\$
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:		N/A			
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:		N/A			
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:		NA			

Supplemental Documentation Required for
Fiscal Review Committee

*Contract Funding Source/Amount:	State:	100%	Federal:	
Interdepartmental :			Other:	
If "other" please define:				
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
N/A		N/A		
Method of Original Award: <i>(if applicable)</i>				
*What were the projected costs of the service for the entire term of the contract prior to contract award?		N/A		

Supplemental Documentation Required for
Fiscal Review Committee

	<p>For all new non-competitive contracts and any contract amendment that changes Sections A or C.3. of the original or previously amended contract document, provide estimates based on information provided the Department by the vendor for determination of contract maximum liability. Add rows as necessary to provide all information requested.</p> <p>If it is determined that the question is not applicable to your contract document attach detailed explanation as to why that determination was made.</p>					
	<p>Planned expenditures by fiscal year by deliverable. Add rows as necessary to indicate all estimated contract expenditures.</p>					
Deliverable description:	FY:2013	FY:2014	FY:2015	FY:2016	FY:2017	FY:2018
CORE – Versa License Fees	\$125,000.00	\$110,800.00				
CORE – Implementation Services		\$592,000.00	\$651,000.00			
CORE – Change Orders	\$12,500.00	\$70,280.00	\$65,100.00			
CORE – Estimated Travel	\$21,663.12	\$86,652.48	\$86,652.48	\$32,494.68	\$32,494.67	\$32,494.66
CORE – Maintenance and Support			\$128,000.00	\$131,840.00	\$135,795.20	\$85,232.71
	<p>Proposed savings to be realized per fiscal year by entering into this contract. If amendment to an existing contract, please indicate the proposed savings to be realized by the amendment. Add rows as necessary to define all potential savings per deliverable. *</p>					
Deliverable description:	FY:	FY:	FY:	FY:	FY:	FY:
* Please see documentation attached to this request.						
	<p>Comparison of cost per fiscal year of obtaining this service through the proposed contract or amendment vs. other options. List other options available (including other vendors), cost of other options, and source of information for comparison of other options (e.g. catalog, Web site). Add rows as necessary to indicate price differentials between contract</p>					

Supplemental Documentation Required for
Fiscal Review Committee

	deliverables.					
Proposed Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:	FY:
Other Vendor Cost: (name of vendor)	FY:	FY:	FY:	FY:	FY:	FY:

Special Contract Request

NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: agsprs.agsprs@tn.gov.

APPROVED

Chief Procurement Officer

Request Tracking #	33501-13039
1. Contracting Agency	Department of Commerce and Insurance
2. Type of Contract	<input checked="" type="checkbox"/> Non-Competitive <input type="checkbox"/> No Cost <input type="checkbox"/> Revenue
3. Requestor Contact Information	Dan Birdwell – dan.m.birdwell@tn.gov - (615) 532-3589
4. Date Requested	January 11, 2013
5. Brief Service Caption	Development and implementation of Comprehensive Online Regulatory Enforcement (CORE) System –
6. Proposed Contractor	Iron Data Solutions, Inc.
7. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	Sixty (60) months
8. Maximum Contract Cost – with ALL options to extend exercised	\$2,400,000
9. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached
10. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
11. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached
12. Has the contracting agency procured the subject service before?	
<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input checked="" type="checkbox"/> RFP <input type="checkbox"/> Non-Competitive Negotiation <input type="checkbox"/> Another Competitive Method	
13. Will the State incur any substantial cost as a result of the subject agreement? (For No Cost or Revenue Contracts only)	<input type="checkbox"/> NO <input type="checkbox"/> YES <input checked="" type="checkbox"/> Not Applicable

Request Tracking #	33501-13039
14. Will the State also contract with other parties interested in entering substantially the same agreement?	<input checked="" type="checkbox"/> NO <input type="checkbox"/> YES
15. Description of Product/Services Contractor Will Provide <p>The Contractor will develop and implement the CORE System – a database and processing system required to meet all administrative, licensure, examination and enforcement activities of the [currently] 25 regulatory boards and commissions regulated by the Department of Commerce and Insurance (the "Department").</p> <p>The CORE is required in order to replace the current Regulatory Boards System ("RBS")</p>	
16. Is this product/service currently available on a statewide contract? <input checked="" type="checkbox"/> NO <input type="checkbox"/> YES If YES, please explain why the current statewide contract is not being used for this procurement.	
17. Summary of State Responsibilities Under Proposed Contract (For No Cost and Revenue Contracts <u>only</u>)	
18. Explanation of Need for or Requirement Placed on the State to Acquire the Service <p>The CORE system is essential to the licensure and regulation of the professions and 25 boards and commissions for which the Department has statutory responsibility. The functionality provided by the system will ensure compliance with applicable laws, regulations at the lowest possible cost to the State – and also ensure compatibility with State of Tennessee information systems requirements.</p>	
19. Proposed Contract Impact on Current State Operations <p>The proposed contract will result in implementation of a CORE regulatory licensing and enforcement system that should reduce administrative costs by permit increased automation of tasks and online processing of many functions, e.g., license renewals, which are currently processed manually.</p>	
20. Justification – Specifically explain why the procurement method being requested is required. <p>The proposed contractor, Iron Data Solutions, Inc., is currently contracted with the State to complete implementation of a regulatory boards system for the Department of Health, the requirements of which are very similar to those of the Department of Commerce and Insurance. Iron Data has, therefore, already completed a substantial amount of work, with a significant dollar value, for the Department of Health which would otherwise be required to achieve the results sought by the Department of Commerce and Insurance. It is firmly believed that the CORE system can be successfully developed and implemented by Iron Data at significantly less cost than would be the case with a result from a contract with a service provider that has not previously contracted with the State—and is, therefore, in the best interests of the State.</p>	
21. Contractor Selection Process and Efforts to Identify Reasonable, Competitive, Procurement Alternatives <p>The CORE system which the Department requires for regulatory and compliance purposes is in many respects a derivative of the current RBS system which was developed and implemented by a predecessor company of Iron Data. The CORE will also in part be modeled based on the system which is being developed by Iron Data for the Department of Health, thereby reducing development and implementation costs. Through its previous and current contractual relationship with the State, therefore, Iron Data is in a unique position to deliver the system product required at the lowest possible cost to the State.</p>	
22. Name & Address of the Contractor's Principal Owner(s) <i>– NOT required for a TN state education institution</i> <p>Tom Gottlieb, Executive Vice President Iron Data Solutions, Inc. Toronto, Ontario, Canada M2J 5C1 Email: Tom.Gottlieb@irondata.com Telephone # (416) 493-1833 Fax # (416) 493-5824</p>	

Request Tracking #	33501-13039
<p>23. Evidence of Contractor's Experience & Length Of Experience Providing the Service</p> <p>Iron Data has provided software and automated systems for other states and government entities for approximately 33 years, and has developed a very similar system for the Tennessee Department of Health (with which Iron Data is currently contracted). The quality of services has been considered to be excellent. (Please see: http://publicsector.irondata.com/publicsector/licensing-regulation/)</p>	
24. Was there an initial government estimate?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES
<p>25. Cost Determination Used- How did agency arrive at the price?</p> <p>Please see attached: Supplemental Documentation Required for Fiscal Review Committee.</p>	
<p>26. Documentation of Discussions with Contractor- How did agency document discussions with Contractor?</p> <p>All memoranda from meetings and correspondence with the proposed contractor have been archived in Department procurement files.</p>	
<p>27. Explanation of Fair and Reasonable Price- Explain why price is fair and reasonable under the circumstances</p> <p>Please see attached.</p>	
<p>Agency Head Signature and Date – <i>MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</i></p> <p style="text-align: center;">  1/15/13 </p>	

cy12-1462

7-1-11 REQUEST-NON

Non-Competitive Contract Request

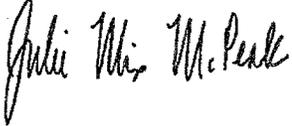
NOT required for a contract with a federal, Tennessee, or Tennessee local government entity or a grant.
Route a completed request, as one file in PDF format, via e-mail attachment sent to: AgSprs.Agsprs@state.tn.us

APPROVED

Jessica Robertson /CS

COMMISSIONER OF FINANCE & ADMINISTRATION *CPO*

Request Tracking #	33501-13039	
1. Contracting Agency	Department of Commerce and Insurance	
2. Proposed Contractor	Iron Data Solutions, Inc.	
3. Proposed Contract Period – with ALL options to extend exercised <i>The proposed contract start date shall follow the approval date of this request.</i>	60 months	
4. Maximum Contract Cost – with ALL options to extend exercised	\$2,000,000.00	
5. Office for Information Resources Endorsement – information technology (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
6. eHealth Initiative Support – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
7. Human Resources Support – state employee training	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
8. Has the contracting agency bought the subject service before?	<input type="checkbox"/> NO <input checked="" type="checkbox"/> YES, it was procured by... <input checked="" type="checkbox"/> RFP <input type="checkbox"/> Another Competitive Method <input type="checkbox"/> Non-Competitive Negotiation	
9. Service Description – brief <u>summary</u> only – do NOT restate the proposed scope of service	Development and implementation of the "CORE" system – a database and processing system required to meet all administrative, licensure, examination and enforcement activities of the [currently] 25 regulatory boards and commissions regulated by the Department of Commerce and Insurance (the "Department"). The CORE is intended to replace the current Regulatory Boards System ("RBS").	
10. Explanation of Need for or Requirement Placed on the State to Acquire the Service	The CORE system is essential to the licensure and regulation of the professions by the various boards and commissions for which the Department is statutorily responsible. The functionality provided by the system will ensure compliance at the lowest possible cost to the State.	
11. Name & Address of the Contractor's Principal Owner(s) – NOT required for a TN state education institution	Tom Gottlieb, Executive Vice President Iron Data Solutions, Inc. Toronto, Ontario, Canada M2J 5C1 Email: Tom.Gottlieb@irondata.com	

Request Tracking #	33501-13039
Telephone # (416) 493-1833 Fax # (416) 493-5824	
12. Evidence Contractor's Experience & Length Of Experience Providing the Service <p>Iron Data has provided software and automated systems for other states and government entities for over ten years, and has developed a very similar system for the Tennessee Department of Health (with which Iron Data is currently contracted). The quality of services has been considered to be excellent.</p>	
13. Efforts to Identify Reasonable, Competitive, Procurement Alternatives <p>The CORE system which the Department requires for regulatory and compliance purposes is in many respects a derivative of the current RBS system and the regulatory boards system developed by Iron Data for the Department of Health. Iron Data is in a unique position to develop and implement the CORE at the least possible cost to the State.</p>	
14. Justification – specifically explain why non-competitive negotiation is in the best interest of the state <p>Iron Data is currently contracted with the State to complete implementation of a regulatory boards system for the Department of Health, the requirements of which are very similar to those of the Department of Commerce and Insurance. Iron Data has, therefore, already completed a substantial amount of work, with a significant dollar value, for the Department of Health which would otherwise be required to achieve the results sought by the Department of Commerce and Insurance. It is firmly believed that the CORE system can be successfully developed and implemented by Iron Data at significantly less cost than would be the case with a result from a contract with a service provider that has not previously contracted with the State. The proposed contract is, therefore, in the best interests of the State.</p>	
<p>Agency Head Signature and Date – MUST be signed by the ACTUAL agency head as detailed on the current Signature Certification. Signature by an authorized signatory is acceptable only in documented exigent circumstances</p> <p> 08/29/12</p>	



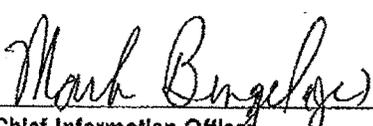
OIR Pre-Approval Endorsement Request E-Mail Transmittal

TO : Jane Chittenden, OIR Procurement & Contract Management Director
Department of Finance & Administration
E-mail : Jane.Chittenden@tn.gov

FROM : Dan Birdwell
E-mail: dan.m.birdwell@tn.gov

DATE : July 12, 2012

RE : Request for OIR Pre-Approval Endorsement

Applicable RFS # 33501-13039
OIR Endorsement Signature & Date:
 8/10/12
Chief Information Officer
<i>NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.</i>

Office for Information Resources (OIR) pre-approval endorsement appears to be required pursuant to professional service contracting regulations pertaining to procurements with information technology as a component of the scope of service. This request seeks to ensure that OIR is aware of and has an opportunity to review the procurement detailed below and in the attached documents.

Please document OIR endorsement of the described procurement (with the appropriate signature above), and return this document via e-mail at your earliest convenience.

Contracting Agency	Department of Commerce and Insurance
Agency Contact (name, phone, e-mail)	Dan Birdwell, (615) 532-3589, dan.m.birdwell@tn.gov
Subject Procurement Document (mark one)	
<input type="checkbox"/> RFP	<input checked="" type="checkbox"/> Contract
<input type="checkbox"/> Competitive Negotiation Request	<input type="checkbox"/> Contract Amendment
<input type="checkbox"/> Alternative Procurement Method Request	<input type="checkbox"/> Grant
<input type="checkbox"/> Non-Competitive Contract Request	<input type="checkbox"/> Grant Amendment
<input type="checkbox"/> Non-Competitive Amendment Request	
Information Systems Plan (ISP) Project Applicability	
<input type="checkbox"/> Not Applicable to this Request	
<input checked="" type="checkbox"/> Applicable- ISP Project# CE1201	
Response Confirmed by IT Director/Staff (name): Paul Hartbarger	

Applicable RFS # 33501-13039

Required Attachments (as applicable – copies without signatures acceptable)

- RFP, Competitive Negotiation Request, Alternative Procurement Method Request, Non-Competitive Contract Request, Non-Competitive Amendment Request
- Original Contract/Grant or Amendment
- Proposed Contract/Grant or Amendment

Subject Information Technology Service Description

(Brief summary of information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, etc. As applicable, identify the contract & solicitation sections related to the IT services.)

The proposed contract with Iron Data Solutions, Inc. [Edison Reg. No. 0000129348] will provide all licenses and services required to deliver, install, configure and modify the CORE system – to replace the existing Regulatory Boards System ("RBS") which supports the boards, commissions, and licensing and regulatory functions of the Tennessee Department of Commerce and Insurance.

Copies of the Iron Data proposals and prior contract with the Department of Health are attached.



REGULATORY BOARD SYSTEM REPLACEMENT BUSINESS JUSTIFICATION

Introduction

The current Regulatory Board System (RBS) in use by Commerce & Insurance (C&I), though currently meets required basic needs, has far more challenges that stifle growth in the areas of:

- 1) Technology
- 2) Business Process/Workflow Reengineering
- 3) Quality Assurance
- 4) Improving Customer Service

The goal is to upgrade the current applications in terms of functionality, technical architecture and software platform. C&I is seeking a proven solution that has successfully been implemented in similar environments. The State wishes to improve the workflow and make the application more user friendly for the end user community in a timely and cost effective manner. The objective is to minimize the number of challenges and risks to the State by replacing an application that is more than ten years old.

Background

One of the major risk components in today's RBS system is the complexity of the multiple table platforms for each Regulatory Board. Over time, this has expanded to result in each Regulatory Board having their own customized version. Stretching the original boundaries of this system has created such complexities that, within the last five years, two previous procurement attempts to replace the system were not successful.

The RBS system serves approximately **31** Boards, supervising approximately **105** professions. There are approximately **900,000** Board records in the current RBS application. Of those records, approximately **381,000** are active records and **519,000** inactive records. Each Regulatory Board has similar, but different reporting needs and requirements, currently resulting in over **4,000 reports** and **2,000** form letters. There are more than **1,500,000** parcels mailed each year.

Current Licensing Solutions Landscape

Based on previous procurement experiences and market research for RBS replacement, C&I has surveyed licensing solutions, and found few competitive vendors who could meet our needs.

Those solutions include:

- **CAVU**- This was the original vendor selected in the competitive procurement process. After determining they could not meet the contract requirements, they walked away. Since that time, Iron Data purchased this company.
- **System Automation** –This solution was selected during the second procurement attempt for RBS replacement. They were released by the state due to lack of ability to perform.
- **GL Solutions**-We believe this company is relatively new to the licensing market and offers a yet to be proven software solution. Further, our research indicates GL Solutions does not have an install base from which to leverage our licensing needs.

Proposed Procurement Approach

C&I's key objectives are to procure a solution that delivers the following:

- **Superior System Functionality**
- **Lower Risk**
- **Lower Cost**



REGULATORY BOARD SYSTEM REPLACEMENT BUSINESS JUSTIFICATION

We believe these factors will result in the best value for the state. C&I is seeking a proven solution that has been successfully implemented in similar environments and believes Iron Data can best deliver that solution. Specifically, Iron Data can deliver the following:

Superior System Functionality

- Iron Data has continued to improve their system and deliver a robust and state of the art technology platform.
- Iron Data is a unique vendor with a quality approach to their work. In the Department of Health (DOH) RFP selection process, there were able to demonstrate required functionality with the State's current active data.
- Iron Data has a positive track record with existing clients as evidenced by customer renewals with nine public sector entities since 2010.
- Additionally, Iron Data has won seven state competitive procurements since 2010.

Lower Risk

- Iron Data can deliver experienced resources that understand C&I's current environment.
- Iron Data won a recent competitive procurement with the Department of Health. The solution has many similar components needed by C&I. Iron Data was able to deliver this solution within 60 days for demonstration of knowledge and expertise.

Lower Cost

- Based on the Department of Health's competitive procurement results, we expect Iron Data's cost to be extremely competitive.
 - Specifically bids for Department of Health ranged from \$745K (Iron Data) to \$2M
- We believe the Iron Data solution is the best value based on the ability to deliver on the above objectives. For these reasons, C&I requests approval to proceed with a non-competitive contract with Iron Data to design, construct and implement the RBS replacement system.

Additional Information Regarding Iron Data

Several years ago the State of TN partnered with Versa to create the current Regulatory Board System (RBS). Versa Systems, now a product of Iron Data, has evolved over time to become a premier provider of public sector licensing software.

According to the website, Iron Data's Versa solution helps regulatory agencies drive efficiency and improve citizen services through a full suite of integrated licensing and regulatory applications. Versa is a Web-based commercial off-the-shelf (COTS) solution that is highly-secure and scalable. It is designed to meet the diverse needs of regulatory agencies of all sizes, from single autonomous boards to multi-board agencies and large centralized departments.

Versa includes standard licensing and regulatory functions, as well as a range of options to meet an agency's specific needs, including Online Citizen Services, Workflow, and Document Management, Mobile Inspections, GIS and reporting tools. With Versa, an agency can replace our outdated and disparate systems with a single, fully integrated solution that provides an enhanced user experience for internal users, license holders and the general public.



REGULATORY BOARD SYSTEM REPLACEMENT BUSINESS JUSTIFICATION

Iron Data helps regulatory agencies drive efficiency and improve citizen services through a full suite of integrated licensing and regulatory solutions. They strive to deliver long term success to governments and agencies by offering a range of technology platforms, delivering superior client solution.

Iron Data works with over 60 regulatory agencies, boards and departments across 24 different states. Iron Data's suite of integrated solutions help regulatory agencies of all sizes manage their entire operations.

Success stories and experience are offered with public sector agencies such as:

- Texas Department of State Health Services
- Florida Department of Business & Professional Regulation
- Louisiana Board of Public Accountants
- South Dakota Division of Banking
- City of Raleigh
- Florida Office of Financial Regulation¹

¹ Information taken from Iron Data Website: <http://publicsector.irondata.com/publicsector/licensing-regulation/lics/versa.php>



Commerce & Insurance
Comprehensive Online Regulatory & Enforcement
(CORE)
Procurement Proposal

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As a result of our meeting with Central Procurement on March 21, 2012, the following action items were identified:

- Provide additional research on current licensing solutions
- Provide contract benchmarks on solutions similar to our need from two or three states
- Provide estimated costs for Iron Data procurement route
- Provide cost savings for Commerce and Insurance (C&I) with online solution with Iron Data

This document provides the information requested. Additionally, this research builds on the previously submitted business justification for consideration to approve a non-competitive procurement solution to replace C&I's Regulatory Board System. Both BSD and C&I appreciate Central Procurement's input and consideration of our request. We recognize and value this opportunity and acknowledge the basis for this approach aligns with the current customer focused atmosphere in today's administration.

C&I's key objectives are to procure a solution that delivers the following:

- **Superior System Functionality**
- **Lower Risk**
- **Lower Cost**

We believe Iron Data will assist us in meeting those key objectives. After a review of this information, we believe Central Procurement will agree that a non-competitive procurement with Iron Data would be in the best interest of this agency and the constituents we serve.

Our research of licensing solutions available includes the following vendors:

1. GL Solutions
2. System Automation
3. Aithent Government Technology Solutions
4. CSDC Amanda Licensing Solutions
5. Iron Data

Additionally, we conducted research on Iron Data as compared to similar business in other states. That comparison is included as well as detailed information from that research in the Appendix of this document

1. Iron Data Contract Comparison

GL Solutions

C&I Assessment

Though GL Solutions has numerous clients, our review concedes their experience is limited to single entity regulatory board solutions and permits. Our business need requires a platform with a standard solution suite that supports multiple regulatory board licenses. Our research indicates GL Solutions does not have an install base from which to leverage functionality to support our licensing needs

GL Solutions Marketing Information

GL Solutions serves government agencies and state licensing boards with GL Suite

Founded in 1997 by former license regulators, GL Solutions serves a national clientele of government agencies and state boards with GL Suite; easy-to-use, expert regulatory software tailored to meet the specific business processes of each agency. GL Suite is highly-flexible, database system software successfully implemented to support certification, licensing, inspection, permit, compliance, and enforcement activities in various health and safety environments. GL Solutions offers expert support and unwavering commitment to foster each Agency's vision of operational excellence, improved productivity and public service.

Business Information

Employees: 20-49 **Brands Carried or Sold:** GL Suite, GL Simple

Location Type: Single location **Annual Revenue Estimate:** \$10M to \$20M

Years in Business: 15

Licensing and Certification Solutions

Accountancy

- Arkansas State Board of Public Accountancy
- Idaho State Board of Accountancy
- North Carolina State Board of CPA Examiners
- Oregon Board of Accountancy
- Nevada State Board of Accountancy

Barber

- Minnesota Board of Barber Examiners

Chiropractic

- Nevada State Board of Chiropractic Physicians

Construction

- Alabama Home Builders Licensure Board

System Automation

C&I Assessment

This solution was selected during the second procurement attempt for RBS replacement. They were released by the state due to lack of ability to perform. We do not believe System Automation offers an adequate licensing solution for C&I.

System Automation Marketing Information

System Automation provides enterprise products and services for personnel and regulation management that ensure efficient, responsive government.

Used by twenty-two states and the U.S. Army, our solutions have a proven track record of increasing efficiencies, reducing costs, and providing improved public safety. As one of the only ISO 9001 and SEI CMM Level 2 and CMMI Level 2 certified software companies, our reputation of delivering quality software has helped us become the industry leader in personnel and regulation management software for government marketplace. Using deployment methodologies that have been developed and refined over many years, our SMEs and product specialists will configure and implement our products to meet your needs with minimal effort and start-up costs.

Depend on the Proven Technology and Expert Services of System Automation to make your government organization more efficient and more responsive.

Since 1968, System Automation Corporation (SA) has been dedicated to our mission of being one of the nation's premier information technology solution providers for commercial organizations and government agencies. Specifically, we develop and implement high quality, cost-effective information technology business solutions, providing our clients with state-of-the-art system components and user-friendly interfaces that allow them to become more productive.

Business Information

Employees: 20-50 **Brands Carried or Sold:** My License Office; My License eGov; My License Mobile

Location Type: Headquarters, additional satellite locations

Annual Revenue Estimate: \$5M to \$10M

Years in Business: 44

Licensing and Certification Solutions

38 Years of Credentialing Experience
•15,000,000 Licensees Managed
•4500+ Different Credentials
•2900+ Active Users

•400+ Boards
•22 States

Aithent

C&I Assessment

This vendor has not previously bid on any State of TN procurement. This vendor does not have a proven solution to fulfill our online licensing business needs

Aithent Marketing Information

Aithent Government Technology Solutions is deeply involved in helping state and municipal government departments and agencies embrace automated systems to improve performance and quality of service to their constituents.

Since 1991, Aithent has helped advance operational efficiency and performance by developing and applying technology in uniquely effective ways. Aithent's enviable record of innovation includes:

- The automated licensing and regulatory system used by state insurance departments across the U.S.;
- Internet banking and investment banking solutions for some of the largest North American banks;
- A comprehensive case management system employed by banks, insurance firms and Medicare/Medicaid administrators to handle all aspects of fraud investigations;
- A multi-faceted online resource for insurance companies, brokers and agents that provides essential certification services, continuing education, business productivity tools and professional networking capabilities;
- A comprehensive clinical trial management information system that serves 21 of the top 25 medical research centers in the U.S.

Clients who benefit from Aithent's innovations include the States of Arkansas, Delaware, Maryland, New York and Washington, among others, AAA Life, AIG, AXA Financial, Great West Casualty, Prudential, Willis, JP Morgan Chase, CIBC, RBC Dexia, TD Bank, GIS, Metastorm and Velos.

In addition, Aithent has a strong track record in re-engineering and transforming proprietary legacy systems to mobile and secure Web-based business applications for third party software vendors utilizing the most stringent quality assurance processes across multiple disparate development locations

Business Information

Employees: 20 **Brands Carried or Sold:** Aithent Technology, Transformation, Government Technology, Case Management, Business Analytics Solutions

Location Type: Single Location **Annual Revenue Estimate:** Unable to locate

Years in Business: 21

CSDC (Amanda) License Solutions

C&I Assessment

This vendor has not previously bid on any State of TN procurement. This vendor does not have a proven solution to fulfill our online licensing business needs

CSDC (Amanda) License Solutions Marketing Information

CSDC provides licensing agencies and regulatory boards with a one-stop shop for enterprise licensing management. Our solutions help automate all licensing business processes including application reviews, exams, renewals, audits, fees, complaints, investigations, legal action, and compliance activities. Built on the AMANDA platform, these solutions enable government licensing and regulatory bodies to improve efficiency, transparency, citizen services, and public safety even in an era characterized by shrinking budgets and limited resources.

Since 1989, CSDC Systems has been a leading provider of Enterprise Solutions for Governments, Public Sector Agencies and large organizations. Our solutions help improve Governance, Compliance, Accessibility, and Unlimited Process Automation.

Our Customers

From our first implementation in 1989, we have grown to serve a customer base of over 350 organizations including Banks, Law Enforcement, Courts, Governments and agencies. Our solutions are used daily on 4 continents, 17 National/Territorial Governments, 21 US States, and 9 Canadian provinces to better serve millions of people.

We have clients who have been with us for over 20 years, stretching all the way back to the founding of our company. This is testament to the importance we place on customer service and the fact that we view every new engagement as the beginning of a partnership, not a sales opportunity.

Our Solutions

CSDC offers robust, scalable and modular solutions that deliver real value in record time. Our powerful commercial off-the-shelf (COTS) Enterprise Software Solutions enable you to automate your business processes and seamlessly integrate new technologies, thus improving overall effectiveness.

Our Modular Platform approach to design allows you to incorporate additional functionality as needed, to configure a solution that is an exact match for your needs. Our solutions allow organizations to focus on their business needs and remove the burdens and worries of infrastructure, completeness of specifications, optimal design and user interfaces. The ability to configure our proven and reliable solutions eliminates the time, cost and risks associated with conventional design and build approaches.

Business Information Employees: Brands Carried or Sold: **AMANDA**

Location Type: Canadian Company **Annual Revenue Estimate:** Unable to locate

Years in Business: 23

Iron Data

C&I Assessment

Iron Data is the parent company to Versa Systems which is the incumbent system currently in operation at C&I. Versa Systems developed the current C&I application and has since developed their current application to meet today's technological advances. C&I is seeking a proven solution that has been successfully implemented in similar environments and believes Iron Data can best deliver that solution.

Iron Data Marketing Information

Iron Data offers a comprehensive suite of solutions, called Intelligent Process Management, that assess, improve, manage and monitor challenging operational process issues for clients in two key verticals: public sector and transportation/logistics.

Established in 2002 and incorporated in Georgia, Iron Data works with over 90 regulatory agencies, boards and departments across 34 different states. Iron Data's suite of integrated solutions help regulatory agencies of all sizes manage their entire operations. Agencies of all sizes ranging from small boards with a single user up to multi-board umbrella agencies with as many as 1200 users use our solutions to process several million applications and renewals a year.

Iron Data Solutions Inc. in Atlanta, GA is a private company categorized under Computer Software Development and Applications.

Business Information

Employees: 175-360 **Brands Carried or Sold:** Versa Systems, CAVU, BIZ Guide

Location Type: Headquartered in GA, additional satellite locations

Annual Revenue Estimate: \$10M to \$50M

Years in Business: 33

Licensing and Certification Solutions

- Texas Department of State Health Services
- Florida Department of Business & Professional Regulation
- Louisiana Board of Public Accountants
- South Dakota Division of Banking
- City of Raleigh
- Florida Office of Financial Regulation
- The North Carolina Department of Public Instruction

IRON DATA CONTRACT COMPARISONS

This table identifies contract information from several states.							
State*	Project Title	Project Length	Contract Value	#License Types	# of Users	Industry	Procurement Method
ME	Educator Credentialing System	9-1/11-6/30/12	\$473K		8	Education	RFP Win
FL	Single Licensing System	3/01-3/03	Initial \$6,625.00 Final \$6,625.00	220	Enterprise Wide Solution	Business & Professional Regulation	RFP Win
TX	Regulatory Automation System	8/05-Present	Unknown	250	600	Department of State Health Services	RFP Win
CA	Enterprise Wide Enforcement and Licensing System	9/11-8/20	\$43,631,707.50	300	2000	Consumer Protection	RFP Win
NE	Financial Licensing Software Solution	5/11-6/16	\$318K	25	25	Finance	RFP Win
ME	Educator Credentialing System	9/11-6/12	\$473,600		8	Education	RFP Win

*Additional state information included in appendix

With the collection and analysis of licensing vendors and state comparisons, C&I believes a non-competitive procurement with Iron Data Systems is the best option for replacing the Regulatory Board System (RBS). Iron Data's up-to-date licensing application expertise coupled with their historical knowledge of RBS provides significantly reduced less risk, superior functionality and the best cost for moving the CORE project forward with approval for a non-competitive procurement.

IRON DATA ANALYSIS

Costs

- For the Tennessee Department of Health, the competitive process included three vendors. Iron Data had a five year cost savings of \$2.5MM over the closest competitor and a \$3.1MM cost savings over the highest priced competitor.
- Iron Data is prepared to provide the same implementation price that was offered to the Department of Health despite the fact that the Department of Commerce and Insurance has 100 additional users and 50 additional license types (requiring additional effort related to configuration and testing).
- The rationale for the cost savings is based on Iron Data's ability to leverage conversion routines and scripts and re-usability of common interfaces that were developed for the Department of Health.
- Iron Data did increase the implementation scope slightly after a request from the Department of Commerce and Insurance to include additional scope related to the Consumer Affairs Division. In addition, further clarification identified three additional interfaces.

Benefits

- **Product Integrity** -- As the original developers of RBS, Iron Data's knowledge and subject matter expertise will be valuable to mitigate any end-of-life issues associated with RBS system problems/failures that may occur over the project lifecycle. For such a mission critical system, system continuity is essential to the assessment and collection of regulatory revenues managed by the Department.
- **Lower Conversion and Test Phase Costs** -- Iron Data has already developed automated conversion routines and expect to convert most of the existing set-up rules. As a result, the JAD interviews are more appropriately a validation of the existing business rules, as opposed to starting from the very beginning. This will result in significantly less staff time which translates into bottom line savings for the State. This would significantly reduce the system testing effort and costs required of State of Tennessee employees.
- **Lower Training Costs** - Iron Data's continuity with the following key elements will lower IS and user training costs.
 1. Established vendor performance and communication
 2. Superior product features and functions
 3. Clear business rules and terms
 4. Familiar users of Iron Data's application. In Iron Data's experiences, State users familiar with RBS intuitively understood Versa Regulation design concepts, navigation, and business processes.
- **Reduced Risk** -- Because of the familiarity with the legacy system and the way in which many of these characteristics have been incorporated into the new software design, users will be able to perform these functions with the upgraded software with greater ease and confidence.

In an effort to provide value driven information, C&I requested Iron and Data to review the business needs of the RBS replacement and provide a cost proposal. Iron Data has taken a serious and competitive

approach in their costs to both meet our business needs and to show a good faith effort to provide a discount on their application and service.

This section contains the costs related to the implementation of the RBS Upgrade. The costs are divided into the following tables:

- Cost Compared to Department of Health
- Annual Support and Maintenance Costs
- Rate Table for Project Change Requests
- Additional C&I Requirement
- Online Service
- Online Service Cost Proposal
- Annual Support and Maintenance Costs
- Top to Bottom Review
- Top to Bottom Review Cost Proposal

Costs Compared to Department of Health

Project Segment	Description	Total Cost	DOH Cost Comparison
Iron Data License Fees	TN DCI License Fee Summary Costs <ul style="list-style-type: none"> • Versa: Regulation • Versa: DataMart 150 License Professionals	\$125,000	\$125,000 101 License Professionals
Segment 1 – Project Management	<ul style="list-style-type: none"> • Project Management services for project duration (18 months) 	\$ 75,000	\$125,000
Segment 2 – Versa: Regulation	Versa: Regulation Implementation Costs <ul style="list-style-type: none"> Task 1 - Software Installation \$17,000 Task 2 - License Type Setup \$125,000 Task 3 - Develop System Modifications² \$90,000 Task 4 - Develop System Interfaces³ \$182,000 Task 5 - Data Migration \$42,000 Task 6 – Train the Trainer Training \$40,000 Task 7 – User Acceptance Testing \$54,000 Task 8 - Go Live Support \$20,000 		\$500,000
Total Implementation Cost		\$ 750,000	\$750,000
		150 Types	101 License Types
		\$833 Type	\$1,238 Type

Per License Type was reduced by 32% for Commerce and Insurance compared to Health

Annual Support and Maintenance Costs

Description	Cost	DOH Cost
Annual Support and Maintenance Cost <ul style="list-style-type: none"> • Versa: Regulation • Versa: DataMart 	\$75,000	\$75,000
Total	\$75,000	\$75,000

Rate Table for Project Change Requests

The following table includes a rate table for performance of services related to adaptive maintenance, system modifications and enhancements during the implementation phase. Iron Data included an initial block of hours (500) at a reduced rate to accommodate for C&I requirements or system modifications that were not identified during the requirements phase. After the first 500 hours have been consumed, Iron Data will invoice subsequent change request hours at the higher rate.

These rates do not include any travel costs.

Resource	Hourly Rate (first 500 hours)	Hourly Rate (500+ hours)	DOH Hourly Rate
Project Team Member(s)	\$90	\$125	\$75

Additional C&I Requirement for Consumer Affairs

Project Segment	Description	Total Cost	DOH Cost Comparison
Segment 2 – Versa: Regulation	Consumer Affairs Implementation Costs Requirements Confirmation Configuration User Acceptance testing Develop System Modifications	\$30,000	N/A
Total Implementation Cost		\$30,000	N/A

Online Services

With advanced technology, today's customer has evolved to expect online interfacing solutions to meet their business needs. As a result, both public and private industries are providing more online self-services for customers. This move has helped many businesses realize long term savings and improved customer service.

Currently, Commerce and Insurance's Regulatory Board licensing system offers a single component of online self-service. That service allows some professional licensees to pay fees associated with their license renewal. While this is a convenience, there are many other online services that would provide a more efficient, self-service model for customers that are not available in our legacy system. Iron Data offers many of those online functions within their standard system offering. Some of these items are:

Licensee Self-Service – Provide licensees with a convenient online portal for submitting applications and renewals, checking their application status, uploading documents, making payments and maintaining account information. Online payment processing improves customer service while reducing bad checks. Web-based self-service also increases the accuracy of licensee information, which reduces returned mail.

Public Self-Service – Empower the public to use our agency's Web site to perform license lookups and verifications on-demand, 24 hours a day, seven days a week. This ability improves customer service and reduces related phone calls. We can also allow citizens to submit complaints online, which expedite processing.

Flexible Configuration – Use flexible configuration screens to define business rules and control which services our agency offers online without relying on IT support or software programmers. The solution gives us the flexibility to support multiple languages and add on-screen help text to guide licensees and the public through specific activities.

Miscellaneous Online Sales – The solution also gives us the option to configure user-defined online sales, providing flexibility to provide even greater value to our customers while reducing our internal delivery costs.

According to RBS statistics obtained from the current Governors report, in 2011 there were 30,946 new license applications and 96,853 renewal applications. C&I does not currently utilize the online interface for new applications.

The current RBS does not provide online renewal, however the National Information Consortium (NIC) provides an online interface that enables renewals fees for some boards. The state paid NIC \$54,148 to process submitted renewal application fees. We believe online utilization is far less than it could be because consumers equate additional costs and not convenience with using the online service. Customers are currently charged a \$2 renewal fee. With incentivizing online use, customers are provided convenience and C&I would have the ability to streamline paper driven, labor intense processes.

Additionally, adding more online services, such as new license application, reporting continuing education and providing a status of the application process would add value to the customer service and incentivize the overall efficiency of the process. With Iron Data's online solution, customers will no longer be charged the fee. Adopting an updated system with online technology would:

- Provide a more efficient solution delivery; incentivize the customer through a common self-service process
- Produce long term savings with reduction of paper driven, manual back-office processes
- Allow Commerce & Insurance and the Regulatory Board teams to focus more on compliance and maintenance of the licensee's and customers those licensees' serve.

The cost proposal includes the implementation of many online transactions. The transactions below are included in the license cost, but not in implementation costs. However, these transactions can be implemented in future phases of the application as identified and justified by business need. C&I proposes to add some of these online features during day one implementation and others during the Top to Bottom Implementation Review.

Additional online transactions:

- 3rd party renewals (bulk renewals)
- Management of relationships online
- Printing of licenses/certificates online
- Online inspection scheduling
- Online exam scheduling
- Buyer Beware updates
- License Verification

Online Service Cost Proposal

Project Segment	Description	Total Cost
Iron Data License Fees	TN DCI License Fee Summary Costs	
	<ul style="list-style-type: none"> Versa:Online License Types (152 license types @ \$400) 	<p>\$ 50,000</p> <p>\$ 60,800</p>
Segment 1 – Project Management	<ul style="list-style-type: none"> Project Management services for project duration (12 months) 	\$ 100,000
Segment 2 – Versa: Regulation	Versa: Regulation Implementation Costs	
	Task 1 - Software Installation	\$7,000
	Task 2 – Requirements Confirmation/Configuration	\$400,000
	Task 3 - Develop System Modifications	\$0
	Task 4 - Develop System Interfaces	\$10,000
	Task 5 – Train the Trainer Training	\$6,000
	Task 6 – User Acceptance Testing	\$45,000
	Task 7 - Go Live Support	\$0
Total Implementation Cost		\$ 678,800

Annual Support and Maintenance Costs

Description	Cost
Annual Support and Maintenance Cost	\$50,000
<ul style="list-style-type: none"> Versa: Online 	
Total	\$50,000

Top to Bottom Review

With every system implementation, there are some process improvements identified that can be delivered during day one implementation. However, RBS is very complex and customized so an initial guiding principle is seamless transition of the current functionality with minimal work flow disruption. After that goal is met, C&I is proactively planning for an ongoing Top to Bottom Review. The results of these reviews will be process and workflow improvements that have the CORE system as their baseline/foundation.

Rate Table for Top to Bottom Review Effort

The following table is to identify the hourly rate for process improvements and change requests related to the Department’s Top to Bottom Review effort. Iron Data recognizes that the Top to Bottom Review effort will likely not commence until the RBS Upgrade effort is complete. Iron Data will maintain this published rate for three years after the Versa Regulation system is in production. These rates do not include any travel costs

Resource	Hourly Rate	DOH Hourly Rate
Project Team Member (s)	\$125	\$75

With the information compiled and provided, we believe Commerce and Insurance has presented a strong argument that a non- competitive procurement with Iron Data is in the best interest of the State of Tennessee and aligns with the overall strategy and goals for the Department.

Commerce and Insurance believes Iron Data is a proven solution that has been successfully implemented in similar environments (soon to include the Department of Health) that will serve the State of Tennessee well in its endeavors provide a regulatory system that will:

- Superior System Functionality
 - Improve the regulatory board licensing workflow
 - Provide a user friendly application for the end user
- Lower Risk
- Lower Cost

Florida Department Business and Professional Regulation



Contact Information:

Kathy Ott
 IT Business Consulting Manager
 Division of Technology
 1940 North Monroe Street
 Tallahassee, FL 32399
 (850) 717-1007

Kathy.Ott@dbpr.state.fl.us

Project Title	Single Licensing System
Project Length	March 2001 - March 2003
Contract Value	Initial \$6,625,000 Final \$6,625,000
Project Success	This project was 100% successful as it was completed on time and within budget and was able to meet DBPR’s goals of improving customer service and improving processing efficiency.

Project Description

The Florida Department of Business and Professional Regulation (DBPR) is a \$1.5 billion state agency that regulates one million professionals and businesses. DBPR employees provide services to over 220 state diverse licensee types – including Real Estate, Hotels and Restaurants, Elevators, and Para Mutual Wagering. DBPR conducted a major business transformation that included the re-design of over 30 business processes, the implementation of our market-leading licensing system LicenseEase™, the roll-out of internet portal services, customer relationship management (CRM) and mobile commerce technologies. The enterprise-wide solution replaced 72 different legacy systems. The project was completed in March 2003.

Scope of Work

Iron Data was selected as the foundation of the comprehensive, customized and flexible online licensing system that fully supports the Department’s application processing, licensing, permitting, examinations and testing, enforcement, discipline and compliance functions.

The new DBPR licensing system enables online application, and license renewal. The website, www.myfloridalicense.com, provides information on policies and procedures, continuing education requirements and class schedules. Additional online features for Licensees include license certification and address changes. The citizens of Florida can also obtain status and disciplinary history for businesses and professionals, submit complaints, and request and receive documents electronically.

Project Relevance

- Licensing
 - Project Management
 - Interfaces
 - Development
 - Web Development
 - Mobile Inspections
 - Reports
 - Data Migration
 - Training
-

Benefits

The benefits of the Iron Data rules-based approach provides the DBPR with:

- Customer access to real-time information, seven days a week
 - Enabling licensees and citizens to work with the government over the web
 - Reallocation of resources from manual processing to direct client service
 - Faster licensing and permit processing which, in turn, reduces costs and time-to-market
 - Protection for the public, through increased compliance and access to timely accurate information
 - Unified government service, by creating the capability to share information and present an integrated interface to customers.
-

Texas Department of State Health Services



Contact Information

Kathy Perkins, RN, MBA, Director
 8407 Wall Street
 Austin TX, 78754-4535
 512-834-6660
kathy.perkins@dshs.state.tx.us

Project Title Regulatory Automation System (RAS)

Period of Performance August 2005 – Present

Project Description

The Department of State Health Services (DSHS) provides programs that help protect all Texans from illness, prevent the spread of disease, provide direct health services and promote emergency preparedness. In addition to health professionals, the Department handles a diverse range of other regulatory functions related to radiation, food & drug, asbestos abatement and treatment facilities.

Prior to the formation of DSHS, the department had been working with out-of-date legacy systems individually built around the autonomous board model of regulation. In the TDH model, every board or program was separately responsible for its own regulatory system. As the department grew, public demand for self-services and timely processing of applications and complaint actions quickly outpaced the ability of current technologies to cope.

Scope of Work

Iron Data was selected by DSHS to provide the much needed enterprise solution to cover the regulatory and enforcement needs of 83 unique programs that were previously supported by 53 separate software systems. The project plan called for 2 initial releases, with additional programs brought into the system as funding was obtained. The multiphase release schedule was created to minimize the disruption to DSHS staff, manage risk and deliver initial benefits quickly. The first release went into production in June 2006 covering the needs of the first 75 license types and 210 users. Four phases have now been implemented with the latest completed in February 2011. DSHS serves approximately 600 users and manages 250 license types and approximately 1 million license holders.

Iron Data’s services included project management, business process re-engineering, data conversion, acceptance testing, production support, and system and end-user training. In some areas, customization and/or the development of unique client modules was required to meet the programs unique requirements. Data conversion effort was shared between Iron Data and DSHS staff and was greatly facilitated by Iron Data’s proprietary Data Migration Toolkit.

This project was 100% successful, was completed on time and within budget, and was able to meet DSHS’s

goals of improving customer service and improving processing efficiency. The Department utilizes the extensive functionality of the solution including licensing, enforcement, inspections, examinations, cash office, etc. An upgrade to the current version of Versa: Regulation was implemented in the 1st quarter of 2011.

Project Relevance

- Product Customization
 - Project Management
 - Development
 - Web Development
 - Data Migration
 - Reports
 - Interfaces
 - Training
-

Benefits

The benefits of the Iron Data rules-based approach provided DSHS with:

- Converted existing data from a number of disparate systems in multiple phases with no loss of system availability and functionality
 - The replacement of outdated technology and elimination of individual solutions to enable program cross-referencing of information and sharing staff during peak work periods
 - Base product customized for specific programs to meet unique business needs (for example, milk and dairy sampling, online abatement notification)
 - Reduced system operations and support costs
 - Compliance with existing administrative, legal, investigative and enforcement requirements
 - The flexibility and capability of incorporating future legislative changes
 - Enhanced overall department efficiency with consistency across programs
 - Expanded customer service to applicants, licensees and the public.
-

**California Department of
Consumer Affairs**

Project Title	Enterprise Wide Enforcement and Licensing System
Project Length	September 2011 – August 2020
Contract Value	Req 7008 \$32,234,167.75 9/22/11-9/2/18 Req 7009 \$7,853,489.75 9/22/11-8/31/20 Req 7010 \$3,544,050.00 9/22/11-9/2/17 Total \$43,631,707.50*
# License Types	300
# of Users	2000
Industry	Consumer Protection
Procurement Type	RFP Win
*Other Information	Accenture/Iron Data Partnership

**Nebraska Department of
Banking & Finance**

Project Title	Financial Licensing Software Solution
Project Length	May 2011 – June 2016
Contract Value	Initial \$318,000
# License Types	25
# of Users	25
Industry	Finance
Procurement Type	RFP Win

**Maine Department of
Education**

Project Title	Educator Credentialing System
Project Length	September 1, 2011 – June 30, 2012
Contract Value	Initial \$473,600
# License Types	
# of Users	8
Industry	Education
Procurement Type	RFP Win



CONTRACT

(fee-for-service contract with an individual, business, non-profit, or governmental entity of another state)

Begin Date March 1, 2013	End Date February 28, 2018	Agency Tracking # 33501-13039	Edison Record ID 34552		
Contractor Legal Entity Name Iron Data Solutions, Inc			Edison Vendor ID 129348		
Service Caption (one line only) Comprehensive Online Regulatory Enforcement System (CORE)					
Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor		CFDA #			
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2013	\$159,163.12				\$159,163.12
2014	\$859,732.48				\$859,732.48
2015	\$930,752.48				\$930,752.48
2016	\$164,334.68				\$164,334.68
2017	\$168,289.87				\$168,289.87
2018	\$117,727.37				\$117,727.37
TOTAL:	\$2,400,000.00				\$2,400,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
Ownership/Control					
<input type="checkbox"/> African American <input type="checkbox"/> Asian <input type="checkbox"/> Hispanic <input type="checkbox"/> Native American <input type="checkbox"/> Female <input type="checkbox"/> Person w/Disability <input type="checkbox"/> Small Business <input type="checkbox"/> Government <input checked="" type="checkbox"/> NOT Minority/Disadvantaged <input type="checkbox"/> Other:					
Selection Method & Process Summary (mark the correct response to confirm the associated summary)					
<input type="checkbox"/> RFP		The procurement process was completed in accordance with the approved RFP document and associated regulations.			
<input type="checkbox"/> Competitive Negotiation		The predefined, competitive, impartial, negotiation process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input type="checkbox"/> Alternative Competitive Method		The predefined, competitive, impartial, procurement process was completed in accordance with the associated, approved procedures and evaluation criteria.			
<input checked="" type="checkbox"/> Non-Competitive Negotiation		The non-competitive contractor selection was completed as approved, and the procurement process included a negotiation of best possible terms & price.			
<input type="checkbox"/> Other		The contractor selection was directed by law, court order, settlement agreement, or resulted from the state making the same agreement with <u>all</u> interested parties or <u>all</u> parties in a predetermined "class."			
Budget Officer Confirmation: There is a balance in the appropriation from which obligations hereunder are required to be paid that is not already encumbered to pay other obligations.				<i>OCR USE - FA</i>	
Speed Chart (optional)		Account Code (optional)			

**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF COMMERCE AND INSURANCE
AND
IRON DATA SOLUTIONS, INC.**

This Contract, by and between the State of Tennessee, Department of Commerce and Insurance, hereinafter referred to as the "State" and Iron Data Solutions, Inc., hereinafter referred to as the "Contractor," is for the provision of a computer software application system, the Comprehensive Online Regulatory Enforcement system (hereinafter referred to as the "CORE" or "System"), as further defined in the "SCOPE OF SERVICES."

The Contractor is a for-profit corporation.
Contractor Place of Incorporation or Organization: Delaware
Contractor Edison Registration ID# 129348

A. SCOPE OF SERVICES:

- A.1. The Contractor shall provide all service and deliverables as required, described, and detailed herein and shall meet all service and delivery timelines as specified by this Contract.
- A.2. Contractor agrees to provide all license(s) and services required to deliver, install, configure and modify the CORE system (hereinafter referred to as the "CORE" or "System") as needed or required to replace the existing Regulatory Boards System ("RBS") supporting the boards, commissions, and licensing and regulatory functions of the Tennessee Department of Commerce and Insurance (the "Department"). The CORE will be housed at the State of Tennessee Data Centers and, when fully configured, shall meet all system, technical, organizational, administrative, and operational requirements of the Department, including all licensure, examination and enforcement activities required, in accordance with the terms and conditions set forth herein and as set forth in the following Exhibits, which shall be incorporated in and made a part of this Contract:

Exhibit A – Iron Data Upgrade Implementation Proposal dated April 19, 2012

Exhibit B – Iron Data Online Implementation Proposal dated April 19, 2012

Exhibit C – Iron Data License and Maintenance Agreement

In the event of a discrepancy between the terms and conditions of this Contract and those contained in any of the Exhibit(s) hereto, the terms and conditions of this Contract shall be controlling and shall take precedence over such terms, conditions and/or additional or different terms contained in the Exhibits and/or any other document.

Notwithstanding any other provision of this Contract to the contrary, it is expressly understood between the parties that the Tennessee Office of Information Resources shall be the primary State of Tennessee agency responsible for management of hardware infrastructure, operating systems, wide area network, installation/configuration and securing web application server infrastructure. All references herein and in the Exhibits to "TN DCI LAN," "TN DCI Environment" or "TN DCI Network" shall be construed to mean the Office of Information Resources ("OIR") local area network ("LAN") or Data Centers.

- A.3. The Contractor shall provide all services required for installation, integration, data conversion, implementation, training, testing and support required for the transition from the RBS to the CORE, including, but not limited to the following tasks:

Phase 1 - Upgrade Implementation

- a. Requirements Definition - Conduct joint application design interviews with key users to introduce the concepts behind the system design, set expectations, and identify the type of information needed to initiate collection of such information for Use Case modeling. This work will include review and documentation of legal and regulatory requirements applicable to each license or qualification area.
- b. Configuration – Determination of technical environments to ensure that all components of system are configured and integrated with business rules applicable to each license type and qualification area. Configuration will involve delivery of a Gap Analysis Report that identifies any functional deficiencies and documents corrective actions.
- c. Customization – Translation of customization requirements into detailed design documents for State approval.
- d. Conversion – Converting business rules to implement system conversion routines and effect a “full service” data migration from the current RBS database to CORE data structure, consolidation of individual professional databases into a single, integrated database.
- e. User Training – Training of Department trainers and system administration staff to use the System effectively and efficiently. Work includes training of trainers, technical staff, and help desk personnel in the operation of the System.
- f. System and Integration Testing – Execution of pre-defined test scripts that represent Department transactions and workflow processes.
- g. User Acceptance Testing – Moving converted data into User Acceptance Testing environment to provide realistic scenarios and support user acceptance testing tasks.
- h. Production Data Migration – Final data conversion and migration to production database.
- i. Go-Live Support – Implementation and support.

Phase 2 – Online Implementation

- j. Project Management – Development and implementation of project plan.
- k. Software Installation
- l. Requirements Confirmation/Configuration
- m. System Modification and Interfaces
- n. Online Administration Training
- o. Online Acceptance Testing
- p. Support and Maintenance

A.4. Tennessee Information Resources Architecture.

Contractor shall provide the CORE within the Tennessee Information Resources Architecture environment, consistent with the policies and standards of the Tennessee Department of Finance and Administration, Office of Information Resources:

<http://www.intranet.state.tn.us/finance/oir/ea/products/rptTechnologyArchitectureProducts.pdf>

All products are subject to the approval of the State.

A.5. License.

- a. The Contractor shall provide the licenses required to permit Department users, with right of transfer, to use the System for the management of all professions regulated by the Department in accordance with the terms and conditions set forth in Exhibit C. The State reserves the right to install multiple instances of the software, on multiple servers, in multiple locations to meet their implementation needs. These installs will include production, test and development systems.
- b. The Contractor shall provide the base license to the State at the same time that the Contractor installs the software on the State's systems environment.
- c. The Contractor shall provide license system support and maintenance, including telephone support and services to repair defects and to meet statutory requirements. License system support shall begin at the same time as the Implementation effort.

A.6. The System will be delivered, implemented, and tested as set forth herein and the Exhibits hereto. With regard to functional and technical requirements, it is understood that the Contractor's commercial off-the-shelf software may not meet all State requirements outlined herein and that the Contractor may therefore, have to customize the software to provide any required functionality. Customizations and interfaces included in this Contract are identified in Exhibits A and B. Except as specified in Section A.10, there shall be no additional charges to the State.

A.7. The Contractor shall provide technical support to the State for the CORE via on-line interface or toll-free telephone number. Such support shall be available Monday through Friday, excluding State holidays, between the hours of 7:00 AM and 5:00 PM Central Time. The personnel responding to these requests and providing this support shall be trained to enable them, in most cases, to address questions and solve problems themselves, without having to refer the questions elsewhere.

A.8. System Enhancements The CORE shall be designed and implemented in such manner to anticipate changes in legal, regulatory or other requirements, including, but not limited to an increase (or decrease) in the number of users or professions regulated.

A.9. The Contractor agrees to provide additional user licenses to supplement the base license, and provide system support, at the State's request without any additional cost to the State.

A.10. Change Orders The State may, at its sole discretion and with written notice to the Contractor, request changes in the scope of services that are necessary but were inadvertently unspecified in the scope of services of this Contract.

- a. Within ten (10) business days after receipt of a written change order request from the State, the Contractor shall respond with a written proposal for completing the service. Said proposal must specify:
 1. the effect, if any, of implementing the requested change(s) on all other services required under this Contract;
 2. the specific effort involved in completing the change(s);
 3. the expected schedule for completing the change(s);
 4. the maximum number and type of person hours required for the change(s); and

5. the maximum cost for the change(s), provided that such maximum cost shall not exceed the product of the of person hours required multiplied by the appropriate payment rate proposed for change order work.
- b. The Contractor shall not perform any change order service until the State has approved the change order proposal. If approved, the State will sign the change order proposal, and it shall constitute a Memorandum of Understanding (MOU) between the parties pertaining to the specified change(s) and shall be incorporated, hereby, as a part of this Contract.
 - c. The State shall determine whether the work completed in response to a change order is acceptable and, upon making such determination, provide the Contractor written approval of the work.
 - d. Contractor shall be compensated only for acceptable work, which will not exceed ten percent (10%) of the initial contracted cost for the service. All acceptable work performed pursuant to an approved MOU, without a formal amendment of this contract, shall be remunerated in accordance with and further limited by contract section C.3., provided that the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the change order work, not to exceed the maximum cost for the change detailed in the MOU. In no instance shall the State be liable to the Contractor for the cost of any person hours worked in excess of the maximum person hours indicated in or of any amount exceeding the maximum cost specified by the approved MOU authorizing the service. Upon State approval of the change order work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.
- A.11. System Documentation. The Contractor shall, at a minimum, provide the following CORE documentation.
- a. User Manual – This manual shall provide complete information and instructions in the day-to-day, non-technical business use of the CORE System as implemented.
 - b. User Quick Reference Guide – This guide will provide a reference for casual or infrequent users that will enable them to quickly access major functions of the system without having to refer to the User Manual.
 - c. Operations Manual – This manual shall provide complete information and instructions in the technical operation, maintenance, and administration of the CORE System.
- A.12. Training. The Contractor shall provide training in the end user operation and for the ongoing maintenance of the CORE system and provide a trainer-expert in the modules for which training is conducted. The training shall be provided to the following individuals and in accordance with the following provisions:
- a. Functional User Training – this training shall be provided to up to twenty (20) members of the State’s staff. This training shall cover “train-the-trainer” techniques for all non-technical, day-to-day aspects of using the CORE system.
 - b. System Configuration Training – this training shall be provided to up to twelve (12) members of the State’s designated staff. This training shall address all aspects of configuring the system to function effectively in the State environment. Upon completion of the training, State personnel shall be able to independently modify the system to meet the State’s needs without the direct assistance of Contractor’s staff. This training may occur during the Design or Construction Phases; however, must be completed during the Implementation Phases as described in Section A.7.d., above.

- c. Technical/Systems Administrator Training – this training shall be provided to up to twenty-five (25) members of the State’s technical support staff. This training shall address all aspects of technical support and systems administration of the system. Upon completion of this training, State technical support staff will be able to operate, support, and maintain the CORE system with minimal ongoing assistance from Contractor staff.
- d. The Contractor will conduct the training of up to seventeen (17) staff members for the State Acceptance Test team in preparation for the Acceptance Test Phase of the project.
- e. This training shall occur in the Nashville, Tennessee offices of the personnel to be trained.
- f. The State reserves the right to assess the effectiveness of any training provided, and request additional remedial training, at no additional cost to the State.

A.13. System Warranty.

- a. The Contractor expressly warrants the CORE software provided to be defect free, properly functioning, and compliant with the terms of the Contract at no additional cost to the State. The warranty shall extend to one year following the Contract Period. The Contractor agrees to provide corrections for any errors, defects, and/or design deficiencies in the CORE software reported by the State, and to provide such corrections in a timeframe determined by the State. For purposes of this Contract, “design deficiencies” shall be defined as system code that does not perform substantially as described in design documents that were developed and agreed upon by the parties.
- b. Contractor further warrants that, to the best of its knowledge, the application software and all materials delivered to the State under this Contract will not infringe any patent, copyright, trade secret or other proprietary right of any third party. The Contractor shall indemnify and hold the State harmless from and against any direct loss, damage, cost, liability or expense arising out of any breach or claimed breach of this warranty.
- c. The warranties specified in this Section A.13. shall replace any statement of limitation of warranty included with component products and shall survive termination of this Contract.

A.14. Software Maintenance. The Contractor shall provide for software maintenance to the System.

- a. The Contractor shall:
 1. Make necessary adjustments and repairs to keep the software operating without abnormal interruptions and to correct latent deficiencies with respect to the software specifications.
 2. Make all necessary modifications, adjustments, and repairs to keep the software operating in compliance with applicable federal laws and regulations.
 3. Provide software modifications for operation with the infrastructure, described in the Exhibits hereto, Infrastructure and Standards Requirements, for the term of the contract.
 4. Maintain a copy of the State’s current production version in a technical infrastructure owned by the Contractor.
 5. Provide new versions and upgrades of the software to keep the State abreast of the Contractor’s current software product. Complete documentation of all system enhancements or revisions will be provided with new releases of software. Documentation must describe, in a user-friendly manner, what the user needs to

know to understand each level on which the software operates. The documentation must specifically include complete documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and Entity-Relationship Diagrams that depict all relationships between tables and fields in the database using industry and State standards.

6. Provide modifications and enhancements, as defined in Section A.10 (Change Orders) using the process described below. All such modifications and enhancements will be developed consistent with and will operate with the existing System at no loss of function to the existing software. Modifications and enhancements will be delivered (1) installed, or installable, on the State Computer system, (2) must operate without abnormal program interruptions, (3) must substantially provide the functions as required by the specifications and as described by documentation supplied by Contractor, and (4) be provided with updates to the documentation for the entire system, including complete documentation of the database, including data entity and attribute definitions, table and field names, data types, data sizes, business rules, and Entity-Relationship Diagrams that depict all relationships between tables and fields in the database using industry and State standards.
7. At no additional cost to the State, ensure that any new version of the Software provided to the State shall contain any and all updates, modifications and/or enhancements developed in connection with other products offered by Contractor, including all commercial off-the-shelf modules available with standard software package(s) and all modifications and enhancements developed pursuant to other contract(s) with the State.
8. Respond to problems, requests for technical support, or requests for information within three business (3) days, by either correcting the problem, providing technical support or information requested, or providing a plan, including a delivery date, for the problem correction, technical support or information requested. Responses to problems identified by the State as urgent will be made within one (1) day.

b. The State:

1. May request modifications and enhancements to the software as defined in Section A.10., above.
2. Will accept software modifications, adjustments, repairs, new versions, and enhancements by this process: (1) On notice from the Contractor that software is delivered, the State will review, validate the delivery of the software, and test the software, (2) within 30 days, notify Contractor of acceptance or the specific shortcomings with respect to specifications of the software, documentation, efficiency or performance. If the State does not respond within 30 days the software will be considered accepted for the purpose of payment of an invoice; however, the State may notify the Contractor of latent shortcomings for subsequent correction.
3. May choose to purchase additional software modules within the general scope of the Contract. If the State so chooses, maintenance for the additional software modules will be included in the acquisition cost in the Contract fiscal year in which it was purchased; in subsequent years the costs will be added to Base License System Support fees. This action will be accomplished through an amendment to the current contract.

4. Shall stay within two years of the current release of Contractor's software. The State reserves the right, if it is deemed to be in the State's best interest, not to install the most recent, new versions of the Contractor's software.
5. Shall provide Contractor necessary access, with appropriate security restrictions, to the software and equipment on which it runs in order to effect necessary adjustments and repairs.

A.15. Escrow Arrangement. Within ten (10) days of a request by the State to do so following execution of this Contract, the Contractor shall deposit a current copy of any source code for the software delivered under this Contract with an independent and qualified escrow agent acceptable to the State. Terms and conditions of the escrow are set forth in Exhibit C – Iron Data License and Maintenance Agreement, attached hereto and incorporated by reference.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning March 1, 2013, and ending on February 28, 2018. The Contractor hereby acknowledges and affirms that the State shall have no obligation for services rendered by the Contractor, which were not performed within this specified contract period.

C. PAYMENT TERMS AND CONDITIONS:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed two million four hundred thousand dollars (\$2,400,000.). The payment rates in section C.3 shall constitute the entire compensation due the Contractor for all service and Contractor obligations hereunder regardless of the difficulty, materials or equipment required. The payment rates include, but are not limited to, all applicable taxes, fees, overheads, and all other direct and indirect costs incurred or to be incurred by the Contractor.

The Contractor is not entitled to be paid the maximum liability for any period under the Contract or any extensions of the Contract for work not requested by the State. The maximum liability represents available funds for payment to the Contractor and does not guarantee payment of any such funds to the Contractor under this Contract unless the State requests work and the Contractor performs said work. In which case, the Contractor shall be paid in accordance with the payment rates detailed in section C.3. The State is under no obligation to request work from the Contractor in any specific dollar amounts or to request any work at all from the Contractor during any period of this Contract.

C.2. Compensation Firm. The payment rates and the maximum liability of the State under this Contract are firm for the duration of the Contract and are not subject to escalation for any reason unless amended.

C.3. Payment Methodology. The Contractor shall be compensated based on the payment rates herein for units of service authorized by the State in a total amount not to exceed the Contract Maximum Liability established in Section C.1.

- a. The Contractor's compensation shall be contingent upon the satisfactory completion of units, milestones, or increments of service defined in Section A.
- b. The Contractor shall be compensated for said units, milestones, or increments of service based upon the following payment rates:

PHASE 1 – UPGRADE IMPLEMENTATION

Service Description	AMOUNT per compensable increment upon acceptance by the State
License Fee – Phase 1 (Delivery & Installation) <ul style="list-style-type: none"> • Versa:Regulation • Versa:DataMart 	\$125,000 ¹
Segment 1 - Project Management (18 months)	\$75,000 ⁵
Segment 2 – Versa: Regulation – Implementation <ul style="list-style-type: none"> • Task 1 – Software Installation • Task 2 – License Type Setup • Task 3 - Develop System Modifications ² • Task 4 - Develop System Interfaces ³ • Task 5 - Data Migration • Task 6 – Train the Trainer Training • Task 7 – User Acceptance Testing • Task 8 – Go Live Support 	\$17,000 \$125,000 \$90,000 ² \$182,000 ³ \$42,000 \$40,000 \$54,000 \$20,000
Implementation of Complaint Management System (CMS) for Non-regulated Entities (Consumer Affairs, Securities Division, Fire Prevention) <ul style="list-style-type: none"> • Requirements Definition • Configuration • User Acceptance Testing • Develop System Modifications ² 	\$30,000
Annual Support and Maintenance <ul style="list-style-type: none"> • Versa: Regulation • Versa:DataMart 	\$78,000 ⁴

¹ Note: License fees are due and payable upon receipt of COTS software and approved invoice.

² Note: See Exhibit A, Task 4 – Develop System Modifications for the list of included modifications.

³ Note: See Exhibit A, Task 5 – Develop System Interfaces for the list of included interfaces.

⁴ Note: Maintenance fees shall be due after first production use of the System and payable in advance, prior to the beginning of each year this Contract is in effect. Such fees are subject to an annual increase of 3%.

⁵ Note: Project Management fees are payable as follows:
 \$25,000 after 6 months
 \$25,000 after 12 months
 \$25,000 after 18 months or end of project segment

PHASE 2 – ONLINE IMPLEMENTATION

Service Description	AMOUNT per compensable increment upon acceptance by the State
License Fee – Phase 2 <ul style="list-style-type: none"> • Versa:Online • License Types (152 license types @ \$400) 	\$50,000 ¹ \$60,800 ¹
Segment 1 - Project Management (12 months)	\$100,000 ⁵
Segment 2 – Versa: Regulation – Implementation <ul style="list-style-type: none"> • Task 1 – Software Installation • Task 2 – Requirements Confirmation/ Configuration • Task 3 - Develop System Modifications ² • Task 4 - Develop System Interfaces ³ • Task 5 – Train the Trainer Training • Task 6 – User Acceptance Testing • Task 7 – Go Live Support 	\$7,000 \$400,000 \$0 ² \$10,000 ³ \$6,000 \$45,000 \$0
Annual Support and Maintenance <ul style="list-style-type: none"> • Versa: Online 	\$50,000 ⁴

¹ Note: License fees are due and payable upon receipt of COTS software and approved invoice.

² Note: See Exhibit B, Task 4 – Develop System Modifications for the list of included modifications.

³ Note: See Exhibit B, Task 5 – Develop System Interfaces for the list of included interfaces.

⁴ Note: Maintenance fees shall be due after first production use of the System and payable in advance, prior to the beginning of each year this Contract is in effect. Such fees are subject to an annual increase of 3%.

⁵ Note: Project Management fees are payable as follows:
 \$25,000 after 3 months
 \$25,000 after 6 months
 \$25,000 after 9 months
 \$25,000 after 12 months or end of project segment

- c. Change Orders. The Contractor shall be compensated for changes requested and performed pursuant to Section A.10. without formal amendment of this Contract based upon the payment rates detailed below, provided that additional compensation may be due Contractor if the State determines that the additional work required in connection with the change order would otherwise exceed ten percent (10%) of the Phase 1 License Fee referenced in C.3.b., above, in which event the State may amend this Contract to address such cost.

Resource	Hourly Rate (first 500 hours)	Hourly Rate (500+ hours)
Project Manager	\$90	\$125
Component Architect	\$90	\$125
Lead JAVA / .NET developer	\$90	\$125
Certified JAVA / .NET developer	\$90	\$125
Non-Certified JAVA / .NET	\$90	\$125
Web-Developer	\$90	\$125
Business Analyst	\$90	\$125
Database Administrator	\$90	\$125
Trainer	\$90	\$125

The above rates are fixed during system implementation and for the first 3 years of production use of the system and, thereafter, subject to change upon sixty (60) days advance written notice to the State.

- C.4. Travel Compensation. Compensation to the Contractor for travel, meals, or lodging shall be subject to amounts and limitations specified in the "State Comprehensive Travel Regulations," as they are amended from time to time.

The Contractor must include (in addition to other invoice requirements of this Contract) a complete itemization of travel compensation requested in accordance with and attaching to the invoice appropriate documentation and receipts as required by the above-referenced "State Comprehensive Travel Regulations.

- C.5. Invoice Requirements. The Contractor shall invoice the State only for completed increments of service following formal acceptance by the State of the deliverables or phase for the amount stipulated in section C.3, above, and present said invoices no more often than monthly, with all necessary supporting documentation, to:

Paul Hartbarger
 Director of Information Systems
 Department of Commerce and Insurance
 500 James Robertson Parkway
 Nashville, TN 37243
 Paul.Hartbarger@tn.gov
 Telephone #: (615) 532-5259

- a. Each invoice shall clearly and accurately detail all of the following required information (calculations must be extended and totaled correctly).
- (1) Invoice Number (assigned by the Contractor)
 - (2) Invoice Date
 - (3) Contract Number (assigned by the State)
 - (4) Customer Account Name: Department of Commerce and Insurance
 - (5) Customer Account Number (assigned by the Contractor to the above-referenced Customer)
 - (6) Contractor Name
 - (7) Contractor Tennessee Edison Registration ID Number Referenced in Preamble of this Contract
 - (8) Contractor Contact for Invoice Questions (name, phone, and/or fax)

- (9) Contractor Remittance Address
- (10) Description of Delivered Service
- (11) Complete Itemization of Charges, which shall detail the following:
 - a. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - b. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - c. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - d. Amount Due by Service
 - e. Total Amount Due for the invoice period

b. The Contractor understands and agrees that an invoice under this Contract shall:

- (1) include only charges for service described in Contract Section A and in accordance with payment terms and conditions set forth in Contract Section C;
- (2) only be submitted for completed service and shall not include any charge for future work;
- (3) not include sales tax or shipping charges; and
- (4) initiate the timeframe for payment (and any discounts) only when the State is in receipt of the invoice, and the invoice meets the minimum requirements of this section C.5.

C.6. Payment of Invoice. A payment by the State shall not prejudice the State's right to object to or question any payment, invoice, or matter in relation thereto. A payment by the State shall not be construed as acceptance of any part of the work or service provided or as approval of any amount invoiced.

C.7. Invoice Reductions. The Contractor's invoice shall be subject to reduction for amounts included in any invoice or payment theretofore made which are determined by the State, on the basis of audits conducted in accordance with the terms of this Contract, not to constitute proper remuneration for compensable services.

C.8. Deductions. The State reserves the right to deduct from amounts, which are or shall become due and payable to the Contractor under this or any contract between the Contractor and the State of Tennessee any amounts, which are or shall become due and payable to the State of Tennessee by the Contractor.

C.9. Prerequisite Documentation. The Contractor shall not invoice the State under this Contract until the State has received the following documentation properly completed.

- a. The Contractor shall complete, sign, and present to the State an "Authorization Agreement for Automatic Deposit (ACH Credits) Form" provided by the State. By doing so, the Contractor acknowledges and agrees that, once said form is received by the State, all payments to the Contractor, under this or any other contract the Contractor has with the State of Tennessee shall be made by Automated Clearing House (ACH).
- b. The Contractor shall complete, sign, and present to the State a "Substitute W-9 Form" provided by the State. The taxpayer identification number detailed by said form must agree with the Contractor's Federal Employer Identification Number or Tennessee Edison Registration ID referenced in this Contract.

D. STANDARD TERMS AND CONDITIONS:

- D.1. Required Approvals. The State is not bound by this Contract until it is signed by the contract parties and approved by appropriate officials in accordance with applicable Tennessee laws and regulations (depending upon the specifics of this contract, said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.2. Modification and Amendment. This Contract may be modified only by a written amendment signed by all parties hereto and approved by both the officials who approved the base contract and, depending upon the specifics of the contract as amended, any additional officials required by Tennessee laws and regulations (said officials may include, but are not limited to, the Commissioner of Finance and Administration, the Commissioner of Human Resources, and the Comptroller of the Treasury).
- D.3. Termination for Convenience. The State may terminate this Contract without cause for any reason. Said termination shall not be deemed a breach of contract by the State. The State shall give the Contractor at least thirty (30) days written notice before the effective termination date. The Contractor shall be entitled to compensation for satisfactory, authorized service completed as of the termination date, but in no event shall the State be liable to the Contractor for compensation for any service which has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- D.4. Termination for Cause. If the Contractor fails to properly perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any terms of this Contract, the State shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services. Notwithstanding the above, the Contractor shall not be relieved of liability to the State for damages sustained by virtue of any breach of this Contract by the Contractor.
- D.5. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontracts are approved by the State, each shall contain, at a minimum, sections of this Contract below pertaining to "Conflicts of Interest," "Nondiscrimination," and "Records" (as identified by the section headings). Notwithstanding any use of approved subcontractors, the Contractor shall be the prime Contractor and shall be responsible for all work performed.
- D.6. Conflicts of Interest. The Contractor warrants that no part of the total Contract Amount shall be paid directly or indirectly to an employee or official of the State of Tennessee as wages, compensation, or gifts in exchange for acting as an officer, agent, employee, subcontractor, or consultant to the Contractor in connection with any work contemplated or performed relative to this Contract.

The Contractor acknowledges, understands, and agrees that this Contract shall be null and void if the Contractor is, or within the past six months has been, an employee of the State of Tennessee or if the Contractor is an entity in which a controlling interest is held by an individual who is, or within the past six months has been, an employee of the State of Tennessee.

- D.7. Nondiscrimination. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of handicap or disability, age, race, color, religion, sex, national origin, or any other classification protected by Federal, Tennessee State constitutional, or statutory law. The Contractor shall, upon request, show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

- D.8. Prohibition of Illegal Immigrants. The requirements of *Tennessee Code Annotated*, Section 12-4-124, *et seq.*, addressing the use of illegal immigrants in the performance of any Contract to supply goods or services to the state of Tennessee, shall be a material provision of this Contract, a breach of which shall be grounds for monetary and other penalties, up to and including termination of this Contract.
- a. The Contractor hereby attests, certifies, warrants, and assures that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subContractor who will utilize the services of an illegal immigrant in the performance of this Contract. The Contractor shall reaffirm this attestation, in writing, by submitting to the State a completed and signed copy of the document at Attachment A, hereto, semi-annually during the period of this Contract. Such attestations shall be maintained by the Contractor and made available to state officials upon request.
 - b. Prior to the use of any subContractor in the performance of this Contract, and semi-annually thereafter, during the period of this Contract, the Contractor shall obtain and retain a current, written attestation that the subContractor shall not knowingly utilize the services of an illegal immigrant to perform work relative to this Contract and shall not knowingly utilize the services of any subContractor who will utilize the services of an illegal immigrant to perform work relative to this Contract. Attestations obtained from such subContractors shall be maintained by the Contractor and made available to state officials upon request.
 - c. The Contractor shall maintain records for all personnel used in the performance of this Contract. Said records shall be subject to review and random inspection at any reasonable time upon reasonable notice by the State.
 - d. The Contractor understands and agrees that failure to comply with this section will be subject to the sanctions of *Tennessee Code Annotated*, Section 12-4-124, *et seq.* for acts or omissions occurring after its effective date. This law requires the Commissioner of Finance and Administration to prohibit a Contractor from contracting with, or submitting an offer, proposal, or bid to contract with the State of Tennessee to supply goods or services for a period of one year after a Contractor is discovered to have knowingly used the services of illegal immigrants during the performance of this Contract.
 - e. For purposes of this Contract, "illegal immigrant" shall be defined as any person who is not either a United States citizen, a Lawful Permanent Resident, or a person whose physical presence in the United States is authorized or allowed by the federal Department of Homeland Security and who, under federal immigration laws and/or regulations, is authorized to be employed in the U.S. or is otherwise authorized to provide services under the Contract.
- D.9. Records. The Contractor shall maintain documentation for all charges under this Contract. The books, records, and documents of the Contractor, insofar as they relate to work performed or money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by the State, the Comptroller of the Treasury, or their duly appointed representatives. The financial statements shall be prepared in accordance with generally accepted accounting principles.
- D.10. Prevailing Wage Rates. All contracts for construction, erection, or demolition or to install goods or materials that involve the expenditure of any funds derived from the State require compliance with the prevailing wage laws as provided in *Tennessee Code Annotated*, Section 12-4-401, *et seq.*

- D.11. Monitoring. The Contractor's activities conducted and records maintained pursuant to this Contract shall be subject to monitoring and evaluation by the State, the Comptroller of the Treasury, or their duly appointed representatives.
- D.12. Progress Reports. The Contractor shall submit brief, periodic, progress reports to the State as requested.
- D.13. Strict Performance. Failure by any party to this Contract to insist in any one or more cases upon the strict performance of any of the terms, covenants, conditions, or provisions of this Contract shall not be construed as a waiver or relinquishment of any such term, covenant, condition, or provision. No term or condition of this Contract shall be held to be waived, modified, or deleted except by a written amendment signed by the parties hereto.
- D.14. Independent Contractor. The parties hereto, in the performance of this Contract, shall not act as employees, partners, joint ventures, or associates of one another. It is expressly acknowledged by the parties hereto that such parties are independent contracting entities and that nothing in this Contract shall be construed to create an employer/employee relationship or to allow either to exercise control or direction over the manner or method by which the other transacts its business affairs or provides its usual services. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever.
- The Contractor, being an independent Contractor and not an employee of the State, agrees to carry adequate public liability and other appropriate forms of insurance, including adequate public liability and other appropriate forms of insurance on the Contractor's employees, and to pay all applicable taxes incident to this Contract.
- D.15. State Liability. The State shall have no liability except as specifically provided in this Contract.
- D.16. Force Majeure. The obligations of the parties to this Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, natural disasters, riots, wars, epidemics, or any other similar cause.
- D.17. State and Federal Compliance. The Contractor shall comply with all applicable State and Federal laws and regulations in the performance of this Contract.
- D.18. Governing Law. This Contract shall be governed by and construed in accordance with the laws of the State of Tennessee. The Contractor agrees that it will be subject to the exclusive jurisdiction of the courts of the State of Tennessee in actions that may arise under this Contract. The Contractor acknowledges and agrees that any rights or claims against the State of Tennessee or its employees hereunder, and any remedies arising therefrom, shall be subject to and limited to those rights and remedies, if any, available under *Tennessee Code Annotated*, Sections 9-8-101 through 9-8-407.
- D.19. Completeness. This Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Contract supersedes any and all prior understandings, representations, negotiations, and agreements between the parties relating hereto, whether written or oral.
- D.20. Severability. If any terms and conditions of this Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Contract are declared severable.
- D.21. Headings. Section headings of this Contract are for reference purposes only and shall not be construed as part of this Contract.

E. SPECIAL TERMS AND CONDITIONS:

- E.1. Conflicting Terms and Conditions. Should any of these special terms and conditions conflict with any other terms and conditions of this Contract, these special terms and conditions shall control.
- E.2. Communications and Contacts. All instructions, notices, consents, demands, or other communications required or contemplated by this Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

The State:

Paul Hartbarger
Director of Information Systems
Tennessee Department of Commerce and Insurance
500 James Robertson Parkway
Nashville, TN 37243
Email: Paul.Hartbarger@tn.gov
Telephone # (615) 532-5259

The Contractor:

Tom Gottlieb, Executive Vice President
Iron Data Solutions, Inc.
200 Yorkland Boulevard Suite 200
Toronto, Ontario, Canada M2J 5C1
Email: Tom.Gottlieb@irondata.com
Telephone # (416) 493-1833
Fax # (416) 493-5824

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Subject to Funds Availability. The Contract is subject to the appropriation and availability of State and/or Federal funds. In the event that the funds are not appropriated or are otherwise unavailable, the State reserves the right to terminate the Contract upon written notice to the Contractor. Said termination shall not be deemed a breach of Contract by the State. Upon receipt of the written notice, the Contractor shall cease all work associated with the Contract. Should such an event occur, the Contractor shall be entitled to compensation for all satisfactory and authorized services completed as of the termination date. Upon such termination, the Contractor shall have no right to recover from the State any actual, general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- E.4. Tennessee Consolidated Retirement System. The Contractor acknowledges and understands that, subject to statutory exceptions contained in *Tennessee Code Annotated*, Section 8-36-801, *et. seq.*, the law governing the Tennessee Consolidated Retirement System (TCRS), provides that if a retired member of TCRS, or of any superseded system administered by TCRS, or of any local retirement fund established pursuant to *Tennessee Code Annotated*, Title 8, Chapter 35, Part 3 accepts state employment, the member's retirement allowance is suspended during the period of the employment. Accordingly and notwithstanding any provision of this Contract to the contrary, the Contractor agrees that if it is later determined that the true nature of the working

relationship between the Contractor and the State under this Contract is that of "employee/employer" and not that of an independent Contractor, the Contractor, if a retired member of TCRS, may be required to repay to TCRS the amount of retirement benefits the Contractor received from TCRS during the period of this Contract.

- E.5. State Ownership of Work Products. The State shall have all ownership right, title, and interest, including ownership of copyright, in all work products, including application source code, created, designed, or developed for the State under this Contract. The State shall have royalty-free, exclusive, and unlimited rights to use, disclose, reproduce, or publish, for any purpose whatsoever, all said work products. The Contractor shall furnish such information and data upon request of the State, in accordance with the Contract and applicable State law.
- a. To the extent that the Contractor uses any of its pre-existing, proprietary or independently developed tools, materials or information ("Contractor Materials"), the Contractor shall retain all right, title and interest in and to such Contractor Materials, and the State shall acquire no right, title or interest in or to such Contractor Materials EXCEPT the Contractor grants to the State an unlimited, non-transferable license to use, copy and distribute internally, solely for the State's internal purposes, any Contractor Materials reasonably associated with any Work Product provided under the Contract.
 - b. The Contractor shall furnish such information and data as the State may request, including but not limited to computer code, that is applicable, essential, fundamental, or intrinsic to any Work Product and Contractor Materials reasonably associated with any Work Product, in accordance with this Contract and applicable state law.
 - c. Nothing in this Contract shall prohibit the Contractor's use for its own purposes of the general knowledge, skills, experience, ideas, concepts, know-how, and techniques obtained and used during the course of providing the services requested under this Contract.
 - d. Nothing in the Contract shall prohibit the Contractor from developing for itself, or for others, materials which are similar to and/or competitive with those that are produced under this Contract.
- E.6. State Furnished Property. The Contractor shall be responsible for the correct use, maintenance, and protection of all articles of nonexpendable, tangible, personal property furnished by the State for the Contractor's temporary use under this Contract. Upon termination of this Contract, all property furnished shall be returned to the State in good order and condition as when received, reasonable use and wear thereof expected. Should the property be destroyed, lost, or stolen, the Contractor shall be responsible to the State for the residual value of the property at the time of loss.
- E.7. Lobbying. The Contractor certifies, to the best of its knowledge and belief, that:
- a. No federally appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member

of Congress in connection with this contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

- c. The Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into and is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, *U.S. Code*.

- E.8. Prohibited Advertising. The Contractor shall not refer to this Contract or the Contractor's relationship with the State hereunder in commercial advertising in such a manner as to state or imply that the Contractor or the Contractor's services are endorsed. It is expressly understood and agreed that the obligations set forth in this section shall survive the termination of this Contract in perpetuity.

- E.9. Confidentiality of Records. Strict standards of confidentiality of records and information shall be maintained in accordance with applicable state and federal law. All material and information, regardless of form, medium or method of communication, provided to the Contractor by the State or acquired by the Contractor on behalf of the State shall be regarded as confidential information in accordance with the provisions of applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards. Such confidential information shall not be disclosed, and all necessary steps shall be taken by the Contractor to safeguard the confidentiality of such material or information in conformance with applicable state and federal law, state and federal rules and regulations, departmental policy, and ethical standards.

The Contractor's obligations under this section do not apply to information in the public domain; entering the public domain but not from a breach by the Contractor of this Contract; previously possessed by the Contractor without written obligations to the State to protect it; acquired by the Contractor without written restrictions against disclosure from a third party which, to the Contractor's knowledge, is free to disclose the information; independently developed by the Contractor without the use of the State's information; or, disclosed by the State to others without restrictions against disclosure. Nothing in this paragraph shall permit Contractor to disclose any information that is confidential under federal or state law or regulations, regardless of whether it has been disclosed or made available to the Contractor due to intentional or negligent actions or inactions of agents of the State or third parties.

It is expressly understood and agreed the obligations set forth in this section shall survive the termination of this Contract.

- E.10. HIPAA Compliance. The State and Contractor shall comply with obligations under the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and its accompanying regulations.
 - a. Contractor warrants to the State that it is familiar with the requirements of HIPAA and its accompanying regulations, and will comply with all applicable HIPAA requirements in the course of this contract.
 - b. Contractor warrants that it will cooperate with the State, including cooperation and coordination with State privacy officials and other compliance officers required by HIPAA and its regulations, in the course of performance of the Contract so that both parties will be in compliance with HIPAA.

- c. The State and the Contractor will sign documents, including but not limited to business associate agreements, as required by HIPAA and that are reasonably necessary to keep the State and Contractor in compliance with HIPAA. This provision shall not apply if information received by the State under this Contract is NOT "protected health information" as defined by HIPAA, or if HIPAA permits the State to receive such information without entering into a business associate agreement or signing another such document.

E.11. Copyrights and Patents. The Contractor agrees to indemnify and hold harmless the State of Tennessee as well as its officers, agents, and employees from and against any and all claims or suits which may be brought against the State for infringement of any laws regarding patents or copyrights which may arise from the Contractor's performance of this Contract. In any such action brought against the State, the Contractor shall satisfy and indemnify the State for the amount of any final judgment for infringement. The Contractor further agrees it shall be liable for the reasonable fees of attorneys for the State in the event such service is necessitated to enforce the terms of this Contract or otherwise enforce the obligations of the Contractor to the State. The State shall give the Contractor written notice of any such claim or suit and full right and opportunity to conduct the Contractor's own defense thereof.

IN WITNESS WHEREOF,

IRON DATA SOLUTIONS, INC.:

CONTRACTOR SIGNATURE

DATE

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

DEPARTMENT OF COMMERCE AND INSURANCE:

JULIE MIX MCPEAK, COMMISSIONER,

DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	Iron Data Solutions, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	26-1311991

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

CONTRACTOR SIGNATURE

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.

PRINTED NAME AND TITLE OF SIGNATORY

DATE OF ATTESTATION



EXHIBIT A to Contract



State of Tennessee
Department of Commerce & Insurance

RBS Upgrade Implementation Proposal

Submitted by:



www.irondata.com

April 19, 2012

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1. Introduction

Iron Data is pleased to provide to the Tennessee Department of Commerce and Insurance (TN DCI), an upgrade of the RBS system. When configured, the software will meet the Department's full range of system, technical, organizational, administrative, and operational requirements.

Iron Data is familiar with the Department's current RBS and understands its processes and challenges. To meet the needs of the new RBS, Iron Data will deliver, install, configure (and modify as required), its new, advanced, fully featured and proven system. Versa:Regulation is a new web-based, 508 compliant solution specifically designed to handle large multi-board agencies like the Department of Commerce and Insurance. The following Statement of Work includes the services required for installation, integration, data conversion, implementation, training, testing, and support needed for the transition to the new RBS system.

2. Cost Proposal

This section contains the costs related to the implementation of the RBS Upgrade. The costs are divided into the following tables:

- Table 1 – Implementation Costs
- Table 2 – Annual Support and Maintenance Costs
- Table 3 – Rate Table for Project Change Requests
- Table 4 – Rate Table for Top to Bottom Review Effort

Table 1 – Implementation Costs

The implementation cost for this project is included in the tables below.

Project Segment	Description	Total Cost
Iron Data License Fees	TN DCI License Fee Summary Costs ¹ <ul style="list-style-type: none"> • Versa:Regulation • Versa:DataMart 	\$ 125,000
Segment 1 – Project Management	<ul style="list-style-type: none"> • Project Management services for project duration (18 months) 	\$ 75,000
Segment 2 – Versa:Regulation	Versa:Regulation Implementation Costs Task 1 - Software Installation Task 2 - License Type Setup Task 3 - Develop System Modifications ² Task 4 - Develop System Interfaces ³ Task 5 - Data Migration Task 6 – Train the Trainer Training Task 7 – User Acceptance Testing Task 8 - Go Live Support	\$17,000 \$125,000 \$90,000 \$182,000 \$42,000 \$40,000 \$54,000 \$20,000
Segment 2 – Versa:Regulation	Consumer Affairs Implementation Costs Requirements Confirmation Configuration User Acceptance testing Develop System Modifications ²	\$30,000
Total Implementation Cost⁴		\$ 790,000

Table 2 - Annual Support and Maintenance Costs⁵

Description	Cost
Annual Support and Maintenance Cost <ul style="list-style-type: none"> • Versa:Regulation • Versa:DataMart 	\$78,000
Total	\$78,000

Table 3 – Rate Table for Project Change Requests

The following table includes a rate table for performance of services related to adaptive maintenance, system modifications and enhancements during the implementation phase. Iron Data included an initial block of hours (500) at a reduced rate to accommodate for TN DCI requirements or system modifications that were not identified during the requirements phase. After the first 500 hours have been consumed, Iron Data will invoice subsequent change request hours at the higher rate.

These rates do not include any travel costs.

Resource	Hourly Rate (first 500 hours)	Hourly Rate (500+ hours)
Project Manager	\$90	\$125
Component Architect	\$90	\$125
Lead JAVA / .NET developer	\$90	\$125
Certified JAVA / .NET developer	\$90	\$125
Non-Certified JAVA / .NET	\$90	\$125
Web-Developer	\$90	\$125
Business Analyst	\$90	\$125
Database Administrator	\$90	\$125
Trainer	\$90	\$125

Table 4 – Rate Table for Top to Bottom Review Effort

The following table is to identify the hourly rate for process improvements and change requests related to the Department's Top To Bottom Review effort. Iron Data recognizes that the Top to Bottom Review effort will likely not commence until the RBS Upgrade effort is complete. Iron Data will maintain this published rate for 3 years after the Versa:Regulation system is in production.

These rates do not include any travel costs.

Resource	Hourly Rate
Project Manager	\$125
Component Architect	\$125
Lead JAVA / .NET developer	\$125
Certified JAVA / .NET developer	\$125
Non-Certified JAVA / .NET	\$125
Web-Developer	\$125
Business Analyst	\$125
Database Administrator	\$125
Trainer	\$125

- ¹ Note: License fees are due upon signing.
- ² Note: See Statement of Work, Task 4 – Develop System Modifications for a list of included modifications.
- ³ Note: See Statement of Work, Task 5 – Develop System Interfaces for a list of included interfaces.
- ⁴ Note: This estimate excludes travel costs. We have estimated a minimum 20 trips over the 18 month project. Travel is calculated at \$2,400 per trip.
- ⁵ Note: Please refer to Appendix 3 – Iron Data Maintenance Program for a detailed description of the support and maintenance services provided as part of this implementation.

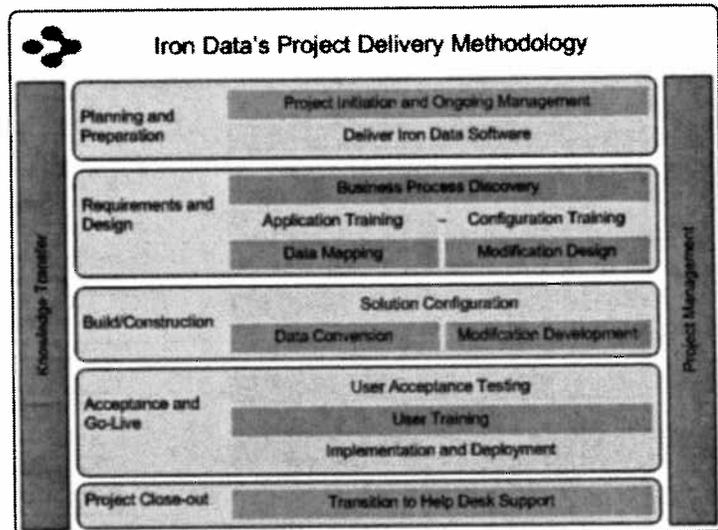
3. Services Overview

This services overview section provides an introduction into the Iron Data implementation methodology. A more detailed explanation of each service area is provided in the Statement of Work.

Iron Data is proposing a 18-month implementation plan based on a highly structured, repeatable process for regulatory solution implementation. Iron Data has leveraged 21 years in the delivery of regulatory solutions into an industry specific delivery methodology we call the Licensing Enforcement Enterprise Deployment (LEED) implementation methodology. LEED methodology includes tools representing our combined best practices for implementing large, complex solutions. It provides the guidelines and templates needed to assist our clients in managing large technology projects successfully.

During the project kickoff phase, Iron Data's Project Manager will work with the Department's Project Executive Sponsor, Steering Committee and Project Manager to review Iron Data's Project Management Toolkit provided by LEED methodology and tailor it to fit the needs of this project. The project manager will assure that detailed plans are achievable, that risks are identified and communicated, and that plans will achieve the project goals and timeline. The project manager will organize resources and lead the implementation tasks.

Iron Data's implementation methodology is depicted below. The approach is designed to speed implementations, minimize client staff time, and reduce risk. At all steps of the process there is a focus on knowledge transfer to users, administrators, system administrators, operations and technical staff.



Iron Data's methodology is proven and repeatable

We start with Requirements Interviews with your business subject matter experts. The interviews drive what we call the "Three-C" tasks; Configuration, Customization and Conversion. From this, specifications are developed so that the end solution meets your needs and fits together. This reduces both the amount of effort and the elapsed time your agency staff need to commit outside of their regular jobs.

Requirements Interviews

To gather the requirements for the solution, our team will conduct joint application design interviews with key users – building on the knowledge they have gained through the detailed review of the Department's current workflow documents. The initial interview will take place as soon as possible after project start-up to introduce the concepts behind the system design, to set expectations, to describe the type of information needed, and to initiate the gathering of that information with Use Case modeling.

During these use case modeling sessions, the team will conduct a thorough review of the laws and rules that guide the regulatory requirements of each license type or qualification area – looking to distinguish between the way the Department has always worked (i.e., could be changed) versus the legislative mandates that are fixed by law or rule. This information will then be documented and presented for approval. Also, any customization needs will be defined. Requirements for interfaces, reports, forms, correspondence and unique processing requirements will be documented.

Configuration

In parallel with the information-gathering task, our team will work with the State to establish the technical environments necessary to support the solution. Creating an environment that integrates all the components of the solution is critical, especially if the State elects to take advantage of all the available extensions (call center, mobile, imaging, integrated voice response, etc.). Our team will work with the State to apply existing technical standards to the solution.

- Iron Data will configure the system with the business rules specifically applicable to each license type and qualification area, using our standard COTS capability, required for application processing, on-going licensure, examination and enforcement activities.
- Iron Data will lead a series of conference room demonstrations which will provide Department staff with a functional review of the system they can use to try out different use cases/scenarios prior to confirmation of the requirements. End users have extensive access to all levels of system functionality (back office, public, and system administration) early in the system development lifecycle.
- After completing the License Type Profile Report and conducting the conference room demonstration, Iron Data will provide a Gap Analysis Report that identifies any functional gaps and documents corrective actions. Items within scope will be added to the project plan as a modification. Items out of scope may be handled through the Project Change Control Procedures.

This technical flexibility has enabled Iron Data to speed project delivery and lessen the impact of a change or addition of new business requirements during a project.

Customization

Customization requirements will be translated into detailed design documents and submitted to the State for approval. Upon approval, Iron Data will develop and implement the approved design.

Conversion

Iron Data has developed automated conversion routines and will convert most of the existing setup rules from RBS. As a result, the profession setup interviews will be a combination of validation of the existing business rules and evaluation of the existing rules and transferring them to a completely new design. This will result in considerable staff time saving which translates into bottom line savings for the State. We will also to confirm any system revisions made by the Department/OIR that will need to be identified in a Gap Analysis.

Iron Data is proposing a “full service” data migration. This means that TN DCI only needs to provide an extract of the current system.

- Data migration is the key success factor for licensing implementations. It is more than conversion it is also validation of the data so that it is consistent and matches the business rules of the agency.
- TN DCI will be responsible for performing any data cleansing required.
- Iron Data will gather conversion requirements during our configuration interviews. Working together with your personnel Iron Data will map data from the legacy system to the Versa:Regulation format.
- Iron Data will provide multiple acceptance test points where TN DCI personnel can test that the data has been converted correctly and gain confidence in moving forward.

User Training

Training is conducted on your converted data. This allows students to see how the system works on data that is familiar. Student learns more quickly when they see how their business processes operate on their own converted data. Training will be provided to TN DCI Trainers and system administration personnel so that they will be able to use the system effectively and efficiently.

System & Integration Testing

Iron Data will validate that the base application is configured correctly in a Product Test. Working side-by-side with the Department, our team will execute pre-defined test scripts that represent the Department's various workflows processes. The Product Test will focus on making sure Versa:Regulation supports the various transactions and processes configured, as well as serve as an additional training ground for the users assigned to the testing team. This testing will occur in tandem with the initial conversion testing and any customization coding and component testing.

Acceptance

The next phase will be the User Acceptance Testing. State users will define specific business processes that must be tested in order to verify the system will support their needs. Converted data will be moved into the User Acceptance Testing environment and provide users with realistic scenarios. With Iron Data's assistance, users will drive the testing of the pre-defined scenarios. This step will not only validate the system, but serve to create a group of "super users" that will provide the Department with a base of knowledge about the system that is useful in training and post-production support.

Production Data Migration

Upon acceptance, the final production data conversion is run and the data migrated to the production database instance.

Go-Live Support

Implementation planning prior to "go live" is a critical step in the process. Our team will identify, plan and review critical cutover steps including:

- Legacy system shut-off steps
- Cut-over to new business processes
- Interim steps during the cutover
- Desktop, printer and other peripheral equipment changes
- Communication needs for users and customers
- Interface cutover steps
- Security set-up and communication
- Remote site readiness needs
- Production support (Help Desk) approach and readiness

The implementation planning will begin early in the process and culminate with an action item checklist that will be monitored regularly so that the State is ready for the cutover to the new system.

Iron Data will be available to answer questions, augment training, correct any issues that arise and generally be available to troubleshoot any problems. Support includes both end user support as well as technical support such as database monitoring and tuning. The key goal for Go-Live Support is to return agency staff back to productivity as quickly as possible.

4. Statement of Work

This section describes the services that Iron Data will provide TN DCI in conjunction with the implementation of our COTS solution. Each project will consist of delivery segments. A segment is usually related to the delivery of a specific Iron Data product or service that applies to the overall project.

For this project we have identified the following segments:

Segment 1 - Project Management Segment

Segment 2 - Versa:Regulation Implementation Segment

For each Project Segment, the sections below describe the:

- The deliverables associated with the Project Segment
- A description of each task to be performed within the Project Segment,
- The responsibilities of Iron Data, and
- The responsibilities of the Department of Commerce and Insurance.

The project scope will include the implementation of the following license and inspections types:

Division	Board	Board Description
3	43	P & F FIRE EXTINGUISHER SYSTEM
3	44	LIQUEFIED PETROLEUM GAS
3	45	TN FIREWORKS PERMITS
3	46	FIRE PROTECTION SPRINKLER SYST
3	48	EXPLOSIVE USER'S PERMITS
3	50	CODES ENFORCEMENT SECTION
3	51	MANUFACTURED HOUSING SECTION
3	60	FIRE COMPLIANT CIGARETTES
6	88	TN DIV. OF CONSUMER AFFAIRS
10	11	TN STATE BOARD OF ACCOUNTANCY
10	12	ARCHITECT AND ENGINEER BOARD
10	13	BARBER BOARD
10	14	PRIVATE INV & POLY COMMISSION
10	15	TN REAL ESTATE APPRAISER COM
10	16	COSMETOLOGY BOARD
10	17	HOME IMPROVEMENT COMMISSION
10	18	CONTRACTORS
10	19	HOME INSPECTOR LICENSING PRGRM
10	20	PRIVATE INV & POLY COMMISSION
10	21	GEOLOGY SECTION
10	24	LOCKSMITH LICENSING PROGRAM
10	25	REAL ESTATE COMMISSION
10	26	REGISTERED SCRAP METAL DEALERS
10	27	MOTOR VEHICLE COMMISSION
10	29	SOIL SCIENTIST ADVISORY COMM.
10	30	RACE TRACK LICENSING PROGRAM
10	31	FUNERAL DIRECTORS & EMBALMERS
10	32	LAND SURVEYORS BOARD

Division	Board	Board Description
10	33	ALARM CONTRACTORS BOARD
10	34	TN AUCTIONEER COMMISSION
10	35	TN COLLECTION SERVICE BOARD
10	36	BURIAL SERVICES SECTION
10	37	PRIVATE PROTECTIVE SECURITY
10	39	PRIVATE PROBATION SERVICES
10	40	LTD. LICENSED ELECTRICIANS
10	95	CASE/COMPLAINTS
21	1	TN ATHLETIC COMMISSION

List of license types (volumes, if possible):

Board Code	Profession Code	Profession Name
1	100	TN ATHLETIC COMMISSION
1	101	TAC-EVENT PERMIT
11	1101	CPA
11	1102	LICENSED PUBLIC ACCOUNTANT
11	1103	REGISTERED ACCOUNTING FIRM
11	1104	APPROVED CPE SPONSOR
11	1105	TEMPORARY PRACTICE PERMIT
12	1201	ARCHITECT
12	1202	ENGINEER
12	1203	LANDSCAPE ARCHITECT
12	1204	ARCHITECTURAL FIRM
12	1205	ENGINEERING FIRM
12	1206	LANDSCAPE ARCHITECTURAL FIRM
12	1207	INTERIOR DESIGNER
12	1208	ENGINEER INTERNS
13	1301	BARBER LICENSEE
13	1302	BARBER SHOP
13	1303	BARBER SCHOOL
13	1304	BARBER STUDENT
14	1401	PRIVATE INVESTIGATOR
14	1402	PRIVATE INVESTIGATION COMPANY
14	1403	P.I. CERTIFIED TRAINERS
14	1404	INVESTIGATIVE TRAINING COMPANY
15	1501	REAL ESTATE APPRAISER
15	1502	APPROVED COURSE
15	1503	APPRAISER TEMPORARY PRACTICE
15	1504	APPRAISAL MANAGEMENT COMPANY

Board Code	Profession Code	Profession Name
16	1601	COSMETOLOGY LICENSEE
16	1602	COSMETOLOGY SHOP
16	1603	COSMETOLOGY SCHOOL
17	1701	HOME IMPROVEMENT CONTRACTOR
18	1801	CONTRACTOR
18	1802	LTD LICENSED PLUMBERS
18	1803	PRE-LICENSE PROVIDERS
19	1901	HOME INSPECTOR LICENSING PROGRAM
20	2001	POLYGRAPH EXAMINER
21	2101	GEOLOGIST
24	2401	LOCKSMITHS
24	2402	LOCKSMITHS COMPANY
25	2501	REAL ESTATE AGENT
25	2502	REAL ESTATE FIRM
25	2503	TREC RENTAL LOCATION FIRM
25	2504	TREC RENTAL LOCATION AGENT
25	2505	TREC TIME SHARE REGISTRATION
25	2506	VACATION LODGING SERVICE
25	2507	ACQUISITION AGENT REGISTRATION
25	2508	ACQUISITION REP. REGISTRATION
25	2509	ACQUISITION AGENT LICENSE
25	2510	DESIGNATED AGENT
26	2601	SCRAP METAL DEALERS
27	2701	MOTOR VEHICLE DEALER
27	2702	MOTOR VEHICLE AUCTION
27	2703	MANUFACTURER/DISTRIBUTOR
27	2704	SALESMAN
27	2705	REPRESENTATIVE
27	2706	DISMANTLER/RECYCLER
27	2707	RECREATIONAL VEHICLE DEALERS
27	2708	RV MANUFACTURER/DISTRIBUTOR
27	2709	AUTOMOTIVE MOBILITY DEALERS
29	2901	SOIL SCIENTIST
30	3001	BOXING LICENSEE
30	3002	RESULT SHEET
30	3003	RACE TRACK
31	3101	APPR F.D./EMB & STUDENT
31	3102	FUNERAL DIRECTOR AND EMBALMER
31	3103	ESTABLISHMENT

Board Code	Profession Code	Profession Name
32	3201	LAND SURVEYOR
33	3301	REGISTERED EMPLOYEE
33	3302	QUALIFYING AGENT
33	3303	ALARM CONTRACTING COMPANIES
34	3401	AUCTIONEER/APPRENTICE
34	3402	FIRM/BRANCH
34	3403	PUBLIC AUTOMOBILE AUCTIONEER
34	3404	PUBLIC AUTOMOBILE AUCTION
35	3501	COLLECTION SERVICE MANAGER
35	3502	AGENCY
35	3503	BRANCH OFFICE
36	3601	CEMETERY
36	3602	PRENEED
36	3603	PRENEED SALES AGENT
37	3701	SECURITY GUARD/OFFICER
37	3702	STATE CERTIFIED TRAINERS
37	3703	SECURITY COMPANY/BUSINESS
37	3705	ARMED SECURITY GUARD/OFFICER
39	3901	PRIVATE PROBATION SERVICES
39	3902	PRIVATE PROBATION OFFICERS
40	4001	LTD LICENSED ELECTRICIANS
43	4301	FIRE EXTINGUISHER SYSTEMS
43	4302	FIRE EXTINGUISHER AGENTS
44	4401	LIQUIFIED PETROLEUM GAS-DEALER
44	4402	L.P.GAS-MANAGER/R.M.E.
45	4501	TN FIREWORKS PERMITS-ANNUAL
45	4502	TN FIREWORKS PERMITS-SEASONAL
45	4503	DISPLAY OPERATORS
45	4504	DISPLAY EXHIBITORS/SPONSORS
46	4601	FIRE PROTECTION SPRINKLER SYS
46	4602	RESPONSIBLE MANAGING EMPLOYEES
48	4801	FIRMS
48	4802	HANDLERS
48	4803	BLASTER
50	5004	MODULAR BLDG UNIT MANUFACTURER
50	5005	MODULAR BLDG UNIT DEALER
50	5006	MODULAR BLDG UNIT INSTALLER
50	5007	MOD BLDG UNIT CONST. INSP AGCY
50	5008	MOD BLDG UNIT DESIGN REVIEW AG

Board Code	Profession Code	Profession Name
51	5001	MANUFACTURER
51	5002	RETAILER
51	5003	INSTALLER
51	5009	S. LICENSE
60	6000	FIRE COMPLIANT CIGARETTES
88	8801	HEALTH CLUBS
88	8802	BEAUTY PAGENT OPERATOR
95	995	CASE/COMPLAINT

The services descriptions provided within this Section will be referred to as the Statement of Work for the project.

Segment 1 - Project Management

Project Initiation and Ongoing Management services offered to Client include:

- 1) Project Management
- 2) Technical Management

The following deliverables related to Delivery Management will be provided:

Project Initiation and Project Management

- 1.1. Project Management Plan
- 1.2. Detailed Project Work Plan / Gantt Chart
- 1.3. Project Kickoff Meeting
- 1.4. Ongoing Project Management
- 1.5. Steering Committee Participation
- 1.6. Bi-Weekly Project Status Reports
- 1.7. Gate Pre-Review and Review Meetings
- 1.8. Project Wrap-Up and Lessons Learned

Technical Initiation and Ongoing Technical Management

- 1.9. Hardware and Software Recommendations
- 1.10. Installation and Infrastructure Management Plan
 - a. Technical Architecture Diagram
 - b. Installation Plan
 - c. System Management Guide
 - d. Load Test Plan
- 1.11. Database Installation (Development Environment)
- 1.12. Initial Load Test Results and Recommendations

Note: Project Management deliverables and activities relate to all project segments.

Iron Data will initiate the project and provide project management and technical management for the Iron Data team responsibilities. The objective of this service is to establish a framework for project planning, communications, reporting, and contractual activity and to ensure that any technical issues are addressed quickly and professionally. The Iron Data Project Manager will be responsible for the Project Planning and Project Management aspects of this task. The Iron Data Technical Manager will be responsible for the Technical Management aspects of this task. This task continues for the entire duration of the project.

Services offered to TN DCI will include:

- 3) Project Management
- 4) Technical Management

Iron Data Responsibilities:

Project Management

- 1) Review the Statement of Work and the contractual responsibilities of both parties with the TN DCI Project Manager.
 - 2) Establish a mutually agreeable response time within 30 days of project initiation.
 - 3) Prepare and maintain a detailed project plan, which identifies and assigns tasks, major milestones for the efforts of the project team, the estimated dates on which they occur and indications of critical path.
 - 4) Measure, track and evaluate progress against the project plan.
 - 5) Resolve deviations from the project plan with the TN DCI Project Manager.
 - 6) Review project tasks, schedules, and resources and make changes or additions, as appropriate.
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- 7) Conduct regularly scheduled meetings with the project team to review project status.
 - 8) Track all action items associated with status meetings and project issues.
 - 9) Review the project progress with TN DCI Project Manager during the regularly scheduled status meetings.
 - 10) Administer the project change control procedure.
 - 11) Review and analyze project change requests, maintain change request log.
 - 12) Assemble the project team and assign responsibilities as required.
 - 13) Provide bi-weekly status reports to the TN DCI Project Manager.

Technical Management

- 1) Provide technical requirements and recommendations for the required hardware and system software.
 - 2) Establish connectivity between TN DCI's system and Iron Data development and support resources.
 - 3) Perform or co-ordinate compliance with secure access to TN DCI's environment.
 - 4) Perform and/or co-ordinate tasks with Iron Data technical staff for system installation and testing
 - 5) Perform and/or co-ordinate with Iron Data technical staff, the database installation, tuning and configuration.
 - 6) Monitor and co-ordinate and code delivery and upgrades with TN DCI staff on TN DCI's system.
 - 7) Provide a single point of contact for the quick resolution of any technical issues relating to any interfaces required with 3rd party systems.
-

Agency Responsibilities:

- 1) Assign a full time Project Manager to this project. The Project Manager will act as the single point of contact and have the authority to make project related decisions. The TN DCI Project Manager will be the single point of contact for project related communications.
 - 2) Review and approve the project plan and other plans.
 - 3) Review and approve or reject project change control requests.
 - 4) Review each deliverable within 5 business days. The Iron Data Project Manager shall submit each deliverable to the TN DCI Project Manager, who will be responsible for distributing the deliverable within TN DCI for review. The TN DCI Project Manager will collect the review comments and issue a single, unified set of comments to the deliverable back to the Iron Data Project Manager.
 - 5) The TN DCI Project Manager will request, schedule and assign qualified TN DCI personnel to participate on and execute tasks as described in this Statement of Work.
 - 6) TN DCI will arrange for TN DCI personnel to be available to attend meeting, reviews, demonstrations, etc. as required by the detailed Project Plan.
 - 7) TN DCI will respond to Iron Data requests for information, clarification, and make project related decisions within three (3) working days (unless there is another agreed upon timeframe).
 - 8) TN DCI will assist in scheduling meetings and providing meeting and demonstration rooms as necessary.
 - 9) TN DCI will provide for security clearance to buildings and equipment after normal business hours and holidays when required.
 - 10) Provide a project office consisting of a safe working environment space and facilities for up to one (1) Project Manager and two (2) other personnel on-site, each with network hook-up and telephone .
 - 11) Provide at (at TN DCI expense) remote access to the OIR for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.
-

Segment 2 - Versa:Regulation Implementation

This section of our proposal describes the implementation services that Iron Data offers alongside our suite of regulatory products. This segment of the project will result in the implementation of Versa:Regulation which will provide the back office licensing and enforcement functions for the Department.

Tasks associated with the implementation of Versa:Regulation are:

- Task 1 - Software Installation
- Task 2 - License Type Setup
- Task 3 - Develop System Modifications
- Task 4 - Develop System Interfaces
- Task 5 - Data Migration
- Task 6 - Training
- Task 7 – User Acceptance Testing
- Task 8 - Go Live Support
- Task 9 - Annual Maintenance and Support
- Task 10 – Optional Hourly Services: Database and System Administration

Task 1 - Software Installation

The following deliverables related to Software Installation will be provided:

- 1.1 Technical Architecture System Design
- 1.2 Software Product Specifications
- 1.3 Versa:Regulation installed in TN DCI environment
- 1.4 System Management Guide

In order to verify that TN DCI versions of all hardware and system software are compatible with Versa:Regulation, Iron Data will install Versa:Regulation in a development instance on the State's environment. The base installation of the system will serve the project in many ways. First, it will verify that so that any problems will be discovered and rectified long before the system is scheduled to go into production. It will also be required to become the repository for Versa:Regulation configuration information.

Iron Data Responsibilities:

- 1) Confirm hardware sizing.
 - 2) Install software in the development environment.
 - 3) Install Versa:Regulation in the development environment.
 - 4) Install Versa:DataMart in the development environment.
 - 5) Install demonstration configuration and data
-

Agency Responsibilities:

- 1) Obtain any third party vendor hardware and system software training which may be required prior to Versa:Regulation training (e.g., Windows, MS Word, etc.).
 - 2) Order acquire, install, and configure (make operational on TN DCI's network) all hardware and operating system software required for Versa:Regulation.
 - 3) Use TN DCI DBA resources to install and manage the Oracle test, training and production environments according to responsibilities described in the Versa:Regulation System Management Guide provided with the proposal.
 - 4) Provide all network administration including, but not limited to, establishing user login accounts and system access rights (roles and user security permissions).
 - 5) Support all communications issues including but not limited to modifying firewall or router rules as identified by Iron Data.
 - 6) Assign a Data Base Administrator (DBA) as needed throughout the project to tune databases and troubleshoot any technical problems with the database instance.
 - 7) After the system is in production, TN DCI is responsible for operations of the system and new user training required. Iron Data may be requested to provide additional training.
 - 8) TN DCI is responsible for management of its hardware infrastructure, Operating Systems, Local /Wide Area Network, installation/configuration and securing of web (J2EE) application server infrastructure.
 - 9) Provide at (the State's expense) remote access to the State's LAN for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.
 - 10) Support all communications issues including but not limited to modifying firewall or router rules as identified by Iron Data. This task is intended specifically to ensure the co-operation of the State's staff in allowing access to the State's system when required by Iron Data staff. We understand and respect your need to enforce security to prevent the threat of unauthorized attacks and will respect all TN DCI security standards. On the other hand, the success of the system will be directly affected by how fast and how well we are able to respond to and fix any problem that might arise. Therefore, good connectivity through a VPN will be required. Since some agencies have specific rules, forms and procedures that need to be followed to allow any 3rd party access to TN DCI systems, this task
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must be completed by their personnel.

- 11) Provide access to the State's Oracle DBA as needed throughout the project to tune databases and troubleshoot any technical problems with the Oracle database instance. After initial installation, the Oracle databases required for testing, training, and production will need to be monitored and backed up by State personnel.
 - 12) After the system is in production, the State is responsible for operations of the system and new user training required. Full operations responsibilities of the State and Iron Data are detailed in the Versa:Regulation System Management Guide.
-

Task 2 - License Type Setup

The following deliverables related to License Type Setup will be provided:

- 2.1 Requirements Confirmation
- 2.2 License Type Configuration Interview Meetings
- 2.3 Enforcement and Case Management Interview Meetings
- 2.4 License Type Profile Report
- 2.5 License Type Configuration
- 2.6 Gap Analysis Worksheets
- 2.7 Workflow Configuration

The first step in this task is to conduct a requirements confirmation session. The purpose of the session is to gain a common understanding of the requirements, reach a consensus on the project scope, identify any potential system gaps, and set mutual project expectations.

In order to tailor Versa:Regulation for each separate type of License that TN DCI will issue through the system, a process known as License Type Setup must be completed. This consists of meetings with business representatives, knowledgeable in the rules and regulations governing each type of license, discuss the specific license requirements and other business rules for each, and performing the data entry and testing of Versa:Regulation configurations. Once completed, the final configurations must be reviewed and approved by TN DCI.

The interviews will be led by Iron Data personnel that have extensive experience in implementing professional licensing systems and possess a sound understanding of Versa:Regulation functions. This combination of industry and systems knowledge from Iron Data will enhance the ability to achieve success with this critical task in the project. In our experience, the interviews are typically completed within two weeks of focused meetings and discussions including the licensing and enforcement user groups. The interviews will result in a clear understanding of the business process utilized across TN DCI license types and set the stage for defining the Use Cases, Sequence Diagrams and Iron Data Profile Reports that will define how the system will be configured to support each process.

The interviews will cover topics related to the licensure process including:

- Initial licensure methods and steps
- Qualification areas for each license type
- Renewal application procedures
- License rank, status, activity status definitions
- Special data capture requirements
- License address definitions
- License activate, inactivate, reinstatement, expiration procedures
- License examination requirements
- License audit requirements
- License fee rules: initial, exam, renewal, late, etc.
- License fee account codes
- License relation rules
- License qualification, specialty, or certification rules
- Other license requirements

A benefit of conducting the setup interviews early in the project with key TN DCI staff is that it helps provide a better understanding of the functionality of Versa:Regulation. Since the process involves soliciting direct input and feedback from Department staff, it helps promote a positive and enthusiastic attitude towards the delivery of the new system. This kind of "buy in" is critical to the ultimate success of the implementation.

Following the completion of the setup interviews, Use Cases, Sequence Diagrams and License Type Profile Reports will be written and delivered for approval. The profile report will confirm all the decisions and rules that were agreed to during the interviews. This gives everyone an opportunity to confirm that

decisions were recorded properly and that the implementation team has the correct understanding of the business processes, rules, and regulations of the Agency.

Once the License Type Profile Report has been approved, the setup data will be entered into the rules tables of Versa:Regulation. TN DCI will assign a System Administrator who will observe and actively participate in the performing of the license type configuration. This participation gives your administrators the tools and mentoring needed to prepare them to maintain the system independently. As regulations and business processes evolve in the future, TN DCI will have the proven ability to update the system without requiring Iron Data intervention. We have used this approach successfully on many projects and it is the best way to transfer knowledge to TN DCI personnel. The Iron Data team will work closely with TN DCI System Administrators in order to train them on the rules based approach of Versa:Regulation. TN DCI System Administrators must attend the setup interviews. Setting up the Versa:Regulation rules tables is not a programming task. Rules table entry is a simple file maintenance activity similar to the entry of names or addresses in a license record.

During the interviews, if any requirements are discovered that cannot be handled by the setup and configuration features of Versa:Regulation, then they will be captured in a Gap Analysis Worksheet and dealt with as a system modification as described elsewhere in this Work Plan.

Iron Data Responsibilities:

- 1) Schedule and conduct License Type interviews.
 - 2) Document results in the License Type Profile Reports, Use Cases and Sequence Diagrams.
 - 3) Enter and test the License Type configurations in Versa:Regulation.
-

Agency Responsibilities:

- 1) Participate in interviews and schedule TN DCI staff that are knowledgeable in the business rules and regulations of the license types to attend.
 - 2) Identify and interpret any applicable laws, regulations, and statutes that affect TN DCI's application systems or programs which Iron Data will have access to during this project.
 - 3) Assure that the systems and programs meet the requirements of any applicable laws, regulations, and statutes.
 - 4) Amend existing procedures (system or manual) and/or implement new procedures where required.
 - 5) Review and approve the License Type Profile Reports, Use Cases and Sequence Diagrams.
 - 6) Participate in the configuration entry as a component of knowledge transfer.
 - 7) Collect, enter, and maintain any letter masters required by the license types.
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Task 3 - Develop Versa:Regulation Modifications

The following deliverables are related to System Modifications for the back-office:

- 3.1 Functional specifications document
- 3.2 Updated code and database schema
- 3.3 User documentation to reflect the modifications

The following modifications are included within our proposed project scope:

Item	Category	Description
1	Reports	Iron Data has included a 50 day block of time to modify any standard reports and/or create new adhoc reports.
2	Letters	Iron Data has included a 50 day block of time to create a letter inventory.
3	Print Formats	Iron Data has included a 10 day block of time to create 10 license/permit formats.

The standard features and functions of Versa:Regulation are described in Appendix 1. Any additional unique requirements will be handled in one of two ways.

1. We will use the flexible expert-rules engine to tailor the business processes to meet TN DCI rules and regulations.
2. Other processes that cannot be changed or configured in Versa:Regulation will use the Project Change Control Procedure to assess the impact and cost of such desired modifications. Only changes approved by the TN DCI Project Manager (or Authorized TN DCI representative) will be implemented.

Iron Data will confirm TN DCI business processes during the License Type Setup Interviews. During these interviews, Iron Data will review any additional unique requirements of TN DCI. If any additional requirements are discovered that may not be met through configuration of the Versa:Regulation COTS package, then a modification will be described and a fixed price quoted for TN DCI approval. The fixed price will be quoted based on the estimated days of effort required to complete the modification and Iron Data's daily rates based on the expected mix of management, analysis, design, programming and testing required. Modifications are subject to annual maintenance fees calculated at the standard maintenance rate.

Iron Data Responsibilities:

- 1) Confirm the proposed functional additions and changes required, including configurations necessary to support TN DCI required modifications.
- 2) Develop functional specifications.
- 3) Design the proposed additions and changes.
- 4) Develop program modifications.
- 5) Unit test of all affected modules and write documentation.
- 6) Integrate modifications into baseline package.

Agency Responsibilities:

- 1) Assign a TN DCI system analyst to work with Iron Data analysts to define requirements. The TN DCI analyst will be the contact person who is familiar with the specific business requirements addressed by the modification. This person will be the one who verifies that the functional specifications proposed will in fact meet the business requirements and will also represent TN DCI in the acceptance testing of the modifications.
- 2) For reports, licenses, certificates and letters, provide detail layouts, specifications, selection criteria,

and business rules (see Note 2).

- 3) Review and approve functional specification document.
 - 4) Provide written test case scenarios for modifications.
 - 5) Perform acceptance testing of the modifications.
-

Note¹: Iron Data has included 40 days of effort allocated toward report development. TN DCI will identify and prioritize the key reports for this development activity. Our reporting solution approach includes both standard reporting capabilities within Versa:Regulation and the flexibility of report creation within Versa:DataMart. Versa:Datamart views and existing reports are currently developed using Business Objects XI, (Crystal Reports). TN DCI will be responsible for additional report development. TN DCI may purchase additional report development through a project change request.

Iron Data has included an additional 10 days of report development effort related to Consumer Affairs.

Note²: Iron Data has included 40 days of effort allocated toward letter development. TN DCI will produce an existing letter inventory, and identify, group, and prioritize the key letters for this development activity. The letter system allows for the creation and maintenance of letter templates with merge fields that are used to merge any database field into the letter. The letters may be generated on request or triggered by certain events. Letters may include operator input (ask fields), and operator selected canned text choices. TN DCI will be responsible for additional letter development. TN DCI may purchase additional letter development through a project change request.

Iron Data has included an additional 10 days of letter development effort related to Consumer Affairs.

Note³: Iron Data has included 10 days of effort allocated toward creation of 10 print formats. TN DCI may purchase additional print format development through a project change request.

Task 4 - Develop System Interfaces

The following deliverables are related to System Interfaces:

- 4.1 Interface Design Documents
- 4.2 Updated code and database schema

Iron Data will implement the following interfaces.

Item	Description	Direction
1	SMTP Email integration	1-way
2	Print Barcode Page	2-way
3	State Portal Transactions	2-way
4	Interactive Voice Response (IVR)	2-way
5	System Database via ODBC; .NET or J2EE data provider services	2-way
6	Inquiry into National-Data Repositories	2-way
7	Investigation & Litigation Cost Tracking	2-way
8	ePayment	1-way
9	Revenue Input File	1-way
10	EMS Test Scores	1-way
11	Business Organization Status Change (Secretary of State)	1-way
12	Continuation Education Information, Examination & Vendors	1-way
13	Manufactured Housing decals & Inspections	1-way
14	Alternative & State Insurance Coverage	1-way
15	License Verification	1-way
16	Licensee Information from various other systems	1-way
17	*Reference Table for NIC	1-way
18	Active Directory Integration	1-way
19	Edison Interface	1-way

Iron Data will review the scope of each proposed interface with the TN DCI during the interview meetings. During these meetings, Iron Data will review the details of each interface required by TN DCI to determine that the needs of TN DCI will be met by the implementation. In addition, if any unique interface is identified that is not listed above, it will be described and priced for TN DCI approval.

Iron Data will perform the programming and testing necessary in Versa:Regulation to modify or develop the interface such that it meets the approved interface specifications and integrate the interface with Versa:Regulation. TN DCI will provide the business rules of the interface, conduct an acceptance test to verify that the interface meets TN DCI requirements, and provide a point of contact with 3rd parties. These 3rd parties will be those businesses or organizations that are either receiving or sending data from/to the interface, e.g. bank, testing company, or other government TN DCI.

Iron Data Responsibilities:

- 1) Confirm the interface specifications required.
 - 2) Design the proposed interfaces.
 - 3) Development of interface program code.
 - 4) Unit testing of all programs affected.
 - 5) Integrate modifications into baseline package.
-

Agency Responsibilities:

- 1) Provide detailed annotated interface file layout(s) and technical specifications and the business rules of the interface.
 - 2) Assign a business expert who is familiar with the specific business requirements of the interface. This person will provide the business rules of the interface and will also represent TN DCI in the acceptance testing of the interface.
 - 3) Interface with any 3rd party agencies that receive or send the interface data files.
 - 4) Provide test scenarios for testing the interface.
 - 5) Perform acceptance testing of the interface.
-

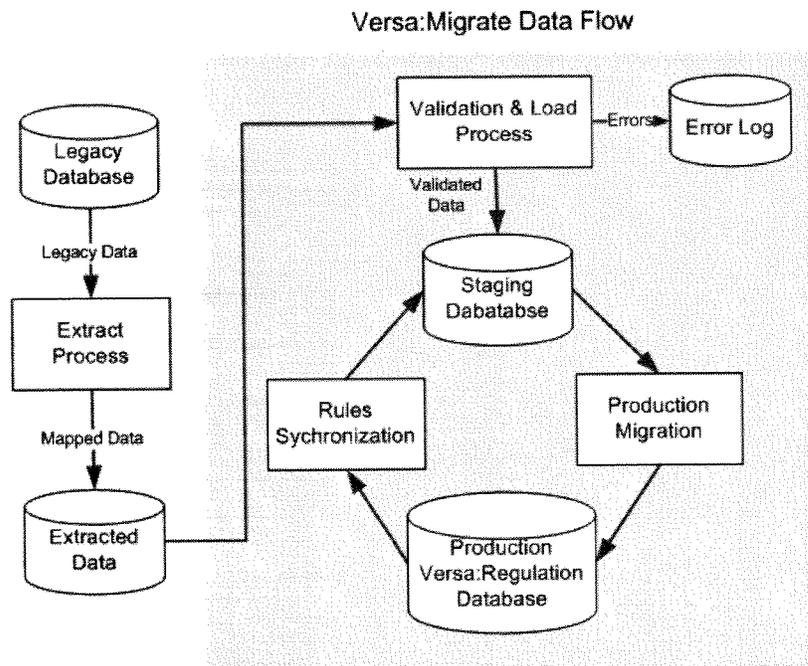
Task 5 - Data Migration

The following deliverables are related to Data Migration:

- 5.1 Versa:Migrate – Data migration utilities
- 5.2 Target Data Mapping Document
- 5.3 Converted data loaded – Unit Test Run 1
- 5.4 Converted data loaded – Integration Test Run 2
- 5.5 Converted data loaded – Acceptance Test Run 3
- 5.6 Converted data loaded into production environment

Iron Data will migrate data from the Department's core legacy systems into the Versa:Regulation database per our response to the Department's specific requirements.

The migration approach hinges on Versa:Migrate which empowers the contracting Board to see their data as it is mapped and eventually moved to Versa:Regulation. It also ensures data accuracy through automated data validation that may be re-run as often as needed. Data that passes the automated validations of Versa:Migrate are ensured of being converted successfully to Versa:Regulation as it is guaranteed to conform to the required data mappings and relationships. The data conversion process may be depicted as follows:



Versa:Migrate methodology manages the data conversion

The subtasks required for a successful data migration are listed below and then explained. Each subtask is flagged with the name of the primary responsible party.

The task descriptions below have been completed assuming Iron Data provides a full-service data migration.

Document Migration - A similar migration methodology will be followed for migrating the Department's existing image database to Iron Data's imaging system.

Task	Responsible Party
Conduct License Type Interviews	Iron Data
Enter License Type Setup	Iron Data
Develop Target Schema	Iron Data
Load Target Schema	Iron Data
Deliver Migration Toolkit	Iron Data
Deliver Migration Training	Iron Data
Extract Legacy Data	TN DCI
Map Legacy Data to New Schema	Iron Data
Run Data Validations	Iron Data
Stage the Validated Data	Iron Data
Review and Approve Staged Data	TN DCI
Convert Staged Data to Versa:Regulation	Iron Data
Review and Approve Staged Data	Iron Data
Acceptance of Production Migration	TN DCI

Conduct License Type Interviews (Iron Data)

This is fully described in Task 1 of this plan. The interviews provide us with the source data and code structures.

Enter License Type Setup (Iron Data)

This is also part of Task 1 of this plan. The setup data for the TN DCI system is entered into Versa:Regulation for each License Type. The setup data becomes the source of all code values needed for data mapping and includes everything starting from the License Type codes and statuses to every primary key value needed for migration such as those needed for the user defined record and fields.

Develop Target Schema (Iron Data)

This subtask prepares the setup data for use by the Data Migration Toolkit.

Load Target Schema (Iron Data)

This subtask moves the target schema into the Data Migration Toolkit utilities.

Deliver Migration Toolkit (Iron Data)

The toolkit is provided on a self-installable CD and is also free for use by any TN DCI personnel. It contains the tools, utilities, and documentation needed to run subsequent data validation and staging tasks described below. See notes following this task description for toolkit content.

Deliver Migration Training (Iron Data)

Iron Data will provide a 1 day training class and workshop for selected TN DCI staff to understand migration methodology, utilities and tasks and responsibilities.

Extract Legacy Data (TN DCI)

TN DCI Technical staff will access their legacy database(s) and extract data from the legacy system into XML or Delimited Text Format (DTF) files according to the mapping information provided by the toolkit.

Map Legacy Data to New Schema (Iron Data)

Iron Data with assistance from TN DCI technical staff will access TN DCI's legacy database(s) and map data fields from the legacy system into Versa:Regulation target schema according to the mapping information provided by the toolkit.

Run Data Validations (Iron Data)

The validation runs will produce run reports containing statistical counts of records processed and any errors found in the extracted data. Errors will point out any missing or invalid data that could not be migrated automatically. This will allow TN DCI staff to pinpoint the source of any errors, correct the errors in the extract data files, and rerun the validation as often as required until an acceptable validation report is achieved.

Stage the Validated Data (Iron Data)

Once the source data is free from errors the toolkit will be used to load the validated system data into the Migration Staging Database which will become the reference database of the legacy data. The database may remain as a permanent inquiry database to review data, as it existed at the cut-off point in time just prior to the production migration.

Review and Approve Staged Data (TN DCI)

TN DCI may review, inquire, or report data from the Staging Database as desired before approval to convert the data to Versa:Regulation.

Convert Staged Data to Versa:Regulation (Iron Data)

Versa:Migrate is an automated feature that allows unlimited test runs of data into Versa:Regulation in preparation for user acceptance testing.

Acceptance of Production Migration (TN DCI)

TN DCI staff will review and approve the data in Versa:Regulation.

Iron Data Responsibilities:

- 1) Migration methodology training and support.
 - 2) Run test migrations to Versa:Regulation.
 - 3) Install test data.
 - 4) Run production migration to Versa:Regulation.
 - 5) Install production data.
-

Agency Responsibilities:

- 1) Assign qualified personnel and attend migration methodology training.
 - 2) Analysis of legacy data.
 - 3) Extract of legacy data (into XML or DTFs for licensing data)
 - 4) Analysis and reporting of test migration errors.
 - 5) Acceptance of production migration.
 - 6) Assist with access to 3rd party solutions.
-

Note:

Versa:Migrate includes:

- The required layouts of migration files in Delimited Text Format (DTF)
- The required layouts (schema) of migration files in XML format
- XML data files containing Versa:Regulation set-up data and the meta-data required to support validation of supplied source data
- The Java program that is used to validate that the converted data is compatible with Versa:Regulation schema and to produce an XML data file containing a report of any errors encountered
- An XSLT utility program to present the identified errors in an HTML file format
- A Migration Staging Database (installed concurrently – not actually on the toolkit CD)
- A utility program that will take the validated migration data and load it into the Migration Staging Database for review
- Migration layout and instruction guide

Based on TN DCI input, Iron Data has not included any effort related to the conversion of the Consumer Affairs data.

Task 6 - Training

The following deliverables are related to Training:

- 6.1 Training Plan
- 6.2 User Manuals and Training Materials with TN DCI Customizations:
 - System Primer and Glossary
 - User Manuals
 - Instructor/Participant Training Guide
 - Batch Operator's Guide
 - System Administrator's Guide
 - Letter Set-up Guide
- 6.3 Applications and Licensure Classes
- 6.4 Financials/Cash Office Classes
- 6.5 Enforcement/Inspection Classes
- 6.6 Batch Operations Class
- 6.7 Systems Administration Class
- 6.8 Letter Set-up Class

Iron Data proposes train the trainer training for TN DCI staff in Nashville. The training schedule will be decided and agreed to between TN DCI and Iron Data Project Managers. User manuals and guides will be provided in MS Word format.

We have divided the training into specific classes so that key TN DCI system champions will receive training relevant to their job functions. These trainers will provide end user training. We will keep classes to a maximum of 15 trainers so that the system champions will receive individual attention from our instructors. System classes are limited to 5 students per class.

Iron Data will work with TN DCI to define and propose the appropriate mix and duration of training classes and training location, up to the number of days proposed below.

Class Name	# of Classes x # of Students	# Days per Class	Total Days
0. Training Prep			3
1. Applications and Licensure	3 x 15	3	9
2. Financials/Cash Office	2 x 15	2	4
3. Enforcement/Inspection	2 x 15	3	6
4. Batch Operations	2 x 5	2	4
5. System Administration	2 x 5	3	6
6. Letter Setup	2 x 5	1	2
7. Workflow Configuration	2 x 5	1	2
8. Report Configuration	2 X 10	2	4
Total:			40

Iron Data Responsibilities:

- 1) Prepare user manuals and training guides.
 - 2) Modify Training Guide to reflect TN DCI customizations
 - 3) Provide training materials in soft copy to TN DCI for distribution. Conduct classes in Nashville.
-

Agency Responsibilities:

- 1) Provide classroom facilities, supplies, and equipment for use during each training class. Equipment includes a computer for each student with intranet connectivity to the TN DCI training environment and projection equipment.
 - 2) Replicate and distribute hard copy training and support materials to students.
 - 3) For training classes, TN DCI will schedule classes and enroll TN DCI personnel suitable to receive training and make them available during the scheduled classes.
 - 4) Attendees will be skilled in the navigation and use of Windows based applications.
 - 5) TN DCI trainers will provide training for remote offices (regional Iron Data led training may be added to the project through the change order process if desired).
-

Task 7 – Versa:Regulation User Acceptance Testing

The following deliverables are related to Acceptance Testing:

- 7.1 Acceptance Test Plan, including
 - Test Cases and Test Procedures – System Test
 - Test Cases and Test Procedures
- 7.2 Completion of Unit Test Support, including
 - Test Results – Unit Test
- 7.3 Completion of Integration Test Support, including
 - Test Results – System/Function
- 7.4 Performance / Load Testing
- 7.5 Completion Acceptance Test support
- 7.6 Final System Regression Testing

Iron Data has included 60 days of UAT support for TN DCI. Iron Data will lead the preparation of the User Acceptance Test plan. Iron Data will assist TN DCI with the testing process. Iron Data will assist TN DCI in the development of test cases to support the license processes.

Iron Data will provide an overview of the User Acceptance Test process, including purpose, process, outcomes, and issue handling procedures. Iron Data will also provide training as part of this process so TN DCI users will know how to use the system to perform the tests.

Iron Data will work with the Department to prepare some initial test cases to demonstrate the building process and concepts behind the Use Case test construction. TN DCI will then build additional test cases to reflect specific business processes. The team developing the test cases will work independently of the software development process, and produce function oriented tests, rather than technical oriented tests.

During the User Acceptance Testing Phase, Iron Data resources will be on-site to assist, provide instruction, feedback, and troubleshoot issues. TN DCI will perform these test cases to verify operation of the Versa:Regulation solution

The Iron Data Project Manager will maintain an issue log throughout the project. Any issues, defects, or bugs will be itemized, assessed and corrected as part of this process. Define what the process is; how we will be ensured that we'll be able to do UAT without system bugs

Tests will be developed to test the following system operations:

- 1) Application processing
- 2) Renewal cycle tests
- 3) License maintenance and inquiry tests
- 4) Inspection and sampling process testing
- 5) Enforcement system testing
- 6) Interfaces
- 7) Custom enhancements

Iron Data Responsibilities:

- 1) Prepare the User Acceptance Test Plan.
 - 2) Assist TN DCI with the development of system test cases to support the license processes.
 - 3) Iron Data will lead the unit and integration testing.
 - 4) Iron Data will lead Unit, Functional and Performance Load Testing.
 - 5) Provide test results to TN DCI.
-

Agency Responsibilities:

- 1) Assist with the development of the User Acceptance Test Plan.
 - 2) Develop User Acceptance Tests.
 - 3) Collect representative test data required to validate the system.
 - 4) Execute the acceptance test data and validate the Acceptance test results.
 - 5) Acceptance of system and approval to Go Live.
-

Task 8 - Go Live Support

The following deliverables are related to Go Live Support:

- 8.1 Go Live support – 20 business days
- 8.2 Lessons Learned Session

Iron Data will provide support for two weeks following the cutover of the system into production to support TN DCI staff during the changeover to the new system, with 10 of those days onsite at TN DCI. Iron Data personnel will:

- Assist TN DCI in day-to-day use and operation of the new system providing additional direction and instruction where required
- Correct program defects

The Iron Data team will also provide off-site warranty support to answer questions, and to investigate and correct program defects found in the system within the warranty period. Following the 60 day warranty period, support is handled by Iron Data's Annual Maintenance and Support Agreement.

Iron Data Responsibilities:

- 1) Production migration of data into Versa:Regulation for 20 days, with up to 5 of those days on-site at TN DCI.
 - 2) Assist users with any technical problems or system understanding.
 - 3) Identify and correct any production issues.
 - 4) Participate in TN DCI Lessons Learned project review and documentation.
-

Agency Responsibilities:

- 1) Assume responsibility for day-to-day operations of the system.
 - 2) Report any problems encountered to the Iron Data support desk.
 - 3) Lead Lessons Learned project review and documentation effort.
-

Task 9 - Annual Maintenance and Support

The following deliverables are related to Annual Maintenance and Support:

9.1 Maintenance and Support Plan

Iron Data will assist the TN DCI in the ongoing use of Versa:Regulation and related Iron Data products according to Iron Data's Standard Maintenance Program described in Appendix 3.

Iron Data Responsibilities:

- 1) Analysis and support of reported software malfunctions
 - 2) Updates to the Versa:Regulation software correcting malfunctions and adding new capabilities.
 - 3) Initial assessment of new requirements and enhancements requested by the TN DCI.
 - 4) Second level support to TN DCI support coordinators for questions related to system function and operations. This support is not an alternative to proper staff training and will be limited to responses for new, unusual or unique situations and where user manuals are unclear in the circumstances.
-

Agency Responsibilities:

- 1) First attempt (first tier support) to solve issue by the TN DCI support coordinator.
 - 2) If after internal review there is no known or workable solution then the TN DCI support coordinator will report the issue to Iron Data using the prescribed reporting process.
 - 3) Assist Iron Data in resolving the issue through supporting documentation and replicating the error condition.
 - 4) Test the Iron Data supplied resolution for accuracy and communicate solution to TN DCI users.
 - 5) Provide remote access to Versa:Regulation through a VPN.
-

Please see Iron Data's Standard Maintenance Program provided in Appendix 3 which includes:

- Hours of service
- Support procedures
- Detailed responsibility descriptions
- Severity levels
- Service response levels

Some people view the implementation go-live as the end of the project, but for us, it is just the beginning. Our customer support program is focused on achieving excellence in customer satisfaction and delivering real value to our clients. We're looking forward to working together.

Lisa Edward, Client Support Director



Task 10 - Hourly Services: System Administration (Optional)

The following deliverables are related to optional System Administration services:

10.1 Hourly professional services delivered

Iron Data will provide additional operations support or system administration services to facilitate smooth ongoing operations of the TN DCI system. These services are optional and may be purchased in blocks of days.

Iron Data Responsibilities:

Database Administration Services:

- 1) Installation and checking of proper backup and recovery procedures of the database.
- 2) Installation of Oracle releases, bug fixes, software patches or workarounds if required for the operation of Iron Data products.
- 3) Dropping and recreating of database indexes.
- 4) Exporting and importing of database (when required).
- 5) Coalescing database free space.
- 6) De-allocating database unused space.
- 7) Checking and deleting database orphan data.
- 8) Tuning and maintenance of the database.
- 9) Installation of Oracle releases, bug fixes, software patches or workarounds if required for the operation of Iron Data Products.

System Administration Services:

- 1) Analyze requirements and perform configuration changes.
 - 2) Test configuration changes.
 - 3) Provide configuration training and other assistance.
-

Agency Responsibilities:

- 1) Provide remote access to the TN DCI systems through a VPN.
 - 2) The TN DCI is responsible for management of its hardware infrastructure, Operating Systems, Local /Wide Area Network, installation/configuration and securing of web application server infrastructure.
 - 3) Report any problems encountered to the Iron Data support desk.
-

5. Appendices

The appendices have been inserted on the following pages and provided as a separate electronic file.

Appendix 1 – Versa:Regulation Product Description

Appendix 2 – Iron Data Maintenance Program



EXHIBIT B to Contract



State of Tennessee
Department of Commerce & Insurance
RBS Online Implementation Proposal

Submitted by:



www.irondata.com

April 19, 2012

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1. Cost Proposal

This section contains the costs related to the implementation of Versa:Online for the RBS Upgrade. The costs are divided into the following tables:

- Table 1 – Implementation Costs
- Table 2 – Annual Support and Maintenance Costs

Table 1 – Implementation Costs

The implementation cost for this project is included in the tables below.

Project Segment	Description	Total Cost
Iron Data License Fees	TN DCI License Fee Summary Costs ¹ <ul style="list-style-type: none"> • Versa:Online • License Types (152 license types @ \$400) 	\$ 50,000 \$ 60,800
Segment 1 – Project Management	<ul style="list-style-type: none"> • Project Management services for project duration (12 months) 	\$ 100,000
Segment 2 – Versa:Regulation	Versa:Regulation Implementation Costs <ul style="list-style-type: none"> Task 1 - Software Installation Task 2 – Requirements Confirmation/Configuration Task 3 - Develop System Modifications² Task 4 - Develop System Interfaces³ Task 5 – Train the Trainer Training Task 6 – User Acceptance Testing Task 7 - Go Live Support 	\$7,000 \$400,000 \$0 \$10,000 \$6,000 \$45,000 \$0
Total Implementation Cost⁴		\$ 678,800

Table 2 - Annual Support and Maintenance Costs⁵

Description	Cost
Annual Support and Maintenance Cost <ul style="list-style-type: none"> • Versa:Online 	\$50,000
Total	\$50,000

¹ Note: License fees are due upon signing.

² Note: See Statement of Work, Task 3 – Develop System Modifications for a list of included modifications.

³ Note: See Statement of Work, Task 4 – Develop System Interfaces for a list of included interfaces.

⁴Note: This estimate excludes travel costs. We have estimated a minimum 10 trips over the 12 month project. Travel is calculated at \$2,400 per trip.

⁵ Note: Please refer to Appendix 3 – Iron Data Maintenance Program for a detailed description of the support and maintenance services provided as part of this implementation.

2. Statement of Work

This section describes the services that Iron Data will provide TN DCI in conjunction with the implementation of our COTS solution. Each project will consist of delivery segments. A segment is usually related to the delivery of a specific Iron Data product or service that applies to the overall project.

For this project we have identified the following segments:

- Segment 1 - Project Management Segment
- Segment 2 - Versa:Regulation Implementation Segment

For each Project Segment, the sections below describe the:

- The deliverables associated with the Project Segment
- A description of each task to be performed within the Project Segment,
- The responsibilities of Iron Data, and
- The responsibilities of the Department of Commerce and Insurance.

The project scope will include the implementation of the online services for following license types:

List of license types:

Prof Code	License Type		
100	BOXER WITH FEDERAL ID ONLY	1301	MASTER BARBER/INST ASSISTANT
100	COMBATANT	1301	MASTER BARBER/INSTRUCTOR
100	PARTICIPANT	1303	BARBER SCHOOL
100	PROMOTER	1305	BARBER TECHNICIAN
100	RING OFFICIAL	1401	PRIVATE INVESTIGATOR
101	AMATEUR	1401	QUALIFYING AGENT
101	EVENT PERMIT	1402	P.I. BRANCH OFFICE
1101	CERTIFIED PUBLIC ACCOUNTANT	1402	P.I. COMPANY
1101	CPA TEMPORARY PERMIT	1501	CERT GENERAL REAL EST. APPR.
1102	LICENSED PUBLIC ACCOUNTANT	1501	CERT RESIDENTIAL REAL EST APPR
1103	REGISTERED ACCOUNTING FIRM	1501	LICENSED REAL ESTATE APPRAISER
1201	ARCHITECT	1502	APPROVED COURSE
1202	ENGINEER	1504	APPRAISAL MANAGEMENT COMPANY
1203	LANDSCAPE ARCHITECT	1601	AESTHETICIAN
1205	ENGR FIRM - BRANCH	1601	COSMETOLOGIST
1205	ENGR FIRM - GENERIC	1601	COSMETOLOGIST/AESTHETICIAN
1205	ENGR FIRM - PERSONAL	1601	INSTRUCTOR/AESTHETICIAN
1206	LA FIRM - BRANCH	1601	INSTRUCTOR/COSMETOLOGIST
1206	LA FIRM - GENERIC	1601	INSTRUCTOR/MANICURIST
1206	LA FIRM - PERSONAL	1601	MANICURIST
1207	REGISTERED INTERIOR DESIGNER	1601	NATURAL HAIR STYLIST
1301	MASTER BARBER		

1601	SHAMPOO TECHNICIAN	2706	DISMANTLER/RECYCLER
1601	SHAMPOOIST/MANICURIST	2707	RV DEALER
1602	FULL SERVICE COSMETOLOGY SHOP	2708	RV MANUFACTURER/DISTRIBUTOR
1602	MANICURE SHOP	2901	SOIL SCIENTIST
1602	MANICURIST/SKIN CARE SHOP	3102	EMBALMER
1602	NATURAL HAIR STYLIST SHOP	3102	FUNERAL DIRECTOR
1602	SKIN CARE SHOP	3103	ESTABLISHMENT
1603	COSMETOLOGY SCHOOL	3201	LAND SURVEYOR
1701	HOME IMPROVEMENT CONTRACTOR	3302	QUALIFYING AGENT
1801	CONTRACTOR	3303	ALARM CONTRACTING COMPANY
1801	SPEC BUILDER	3401	AUCTIONEER
1802	LIMITED LICENSED PLUMBER	3401	GALLERY QUALIFYING AGENT/OWNER
1803	PRE-LICENSE PROVIDER	3402	E-GALLERY
1901	HOME INSPECTOR	3402	FIRM
2001	POLYGRAPH EXAMINER	3402	FIRM BRANCH
2101	LICENSED PROFESSIONAL GEOLOGIS	3402	GALLERY
2401	APPRENTICE LOCKSMITH	3402	GALLERY BRANCH
2401	LOCKSMITH	3403	PUBLIC AUTO AUCTIONEER
2402	LOCKSMITH COMPANY	3404	PUBLIC AUTOMOBILE AUCTION
2501	AFFILIATE BROKER	3501	MANAGER
2501	PRINCIPAL BROKER	3502	COLLECTION SERVICE AGENCY
2501	REAL ESTATE BROKER	3503	COLLECTION SERVICE BRANCH
2501	TIME SHARE SALESPERSON	3601	CEMETERY
2502	FIRM	3602	PRENEED
2503	RENTAL LOCATION FIRM	3603	PRENEED SALES AGENT
2504	RENTAL LOCATION AGENT	3701	ARMED GUARD
2505	TIME SHARE REGISTRATION	3701	UNARMED GUARD
2505	VACATION CLUB REGISTRATION	3702	CERTIFIED TRAINER
2506	VAC LODGE	3703	CONTRACT SECURITY COMPANY
2507	ACQ AGENT	3703	PROPRIETARY SEC ORGANIZATION
2508	ACQ REP	3705	ARMED GUARD
2509	ACQUISITION AGENT	3705	CONDITIONAL ARMED
2510	DESIGNATED AGENT	3705	UNARMED GUARD
2601	SCRAP METAL DEALER	3901	PRIVATE PROBATION CO. BRANCH
2701	MOTOR VEHICLE DEALER	3901	PRIVATE PROBATION COMPANY
2702	MOTOR VEHICLE AUCTION	3902	PRIVATE PROBATION OFFICER
2703	MANUFACTURER/DISTRIBUTOR	4001	LIMITED LICENSED ELECTRICIAN
2704	SALESMAN	4301	FIRE EXTINGUISHER-BRANCH
2705	REPRESENTATIVE	4301	FIRE EXTINGUISHER-FIRM

4302 SPECIALIST
4302 TECHNICIAN
4401 L.P. GAS-DEALER
4501 ANNUAL FIREWORKS
4501 DISTRIBUTOR
4501 MANUFACTURER
4502 PUBLIC DISPLAY
4502 SEASONAL RETAILER
4503 DISPLAY OPERATORS
4504 EXHIBITOR
4504 SPONSOR
4601 SPRINKLER SYSTEM
4602 RESPONSIBLE MANAGING EMPLOYEE
4801 FIRMS
4802 HANDLERS
4803 BLASTER
4803 LIMITED BLASTER
5001 MANUFACTURER
5002 RETAILER
5003 INSTALLER
5004 MODULAR BLDG MANUFACTURER
5005 MODULAR BLDG DEALER
5006 MODULAR BLDG INSTALLER
5007 CONSTRUCTION INSPECTION AGENCY
5008 DESIGN REVIEW AGENCY
6000 CIGARETTE MANUFACTURER
8801 HEALTH CLUB
8802 BEAUTY PAGEANT OPERATOR
8803 DEBT MANAGEMENT (IN PROCESS)

Segment 1 - Project Management

Project Initiation and Ongoing Management services offered to Client include:

- 1) Project Management
- 2) Technical Management

The following deliverables related to Delivery Management will be provided:

Project Initiation and Project Management

- 1.1. Project Management Plan
- 1.2. Detailed Project Work Plan / Gantt Chart
- 1.3. Project Kickoff Meeting
- 1.4. Ongoing Project Management
- 1.5. Steering Committee Participation
- 1.6. Bi-Weekly Project Status Reports
- 1.7. Gate Pre-Review and Review Meetings
- 1.8. Project Wrap-Up and Lessons Learned

Technical Initiation and Ongoing Technical Management

- 1.9. Hardware and Software Recommendations
- 1.10. Installation and Infrastructure Management Plan
 - a. Technical Architecture Diagram
 - b. Installation Plan
 - c. System Management Guide
 - d. Load Test Plan
- 1.11. Database Installation (Development Environment)
- 1.12. Initial Load Test Results and Recommendations

Iron Data will initiate the project and provide project management and technical management for the Iron Data team responsibilities. The objective of this service is to establish a framework for project planning, communications, reporting, and contractual activity and to ensure that any technical issues are addressed quickly and professionally. The Iron Data Project Manager will be responsible for the Project Planning and Project Management aspects of this task. The Iron Data Technical Manager will be responsible for the Technical Management aspects of this task. This task continues for the entire duration of the project.

Services offered to TN DCI will include:

- 3) Project Management
- 4) Technical Management

Iron Data Responsibilities:

Project Management

- 1) Review the Statement of Work and the contractual responsibilities of both parties with the TN DCI Project Manager.
 - 2) Establish a mutually agreeable response time within 30 days of project initiation.
 - 3) Prepare and maintain a detailed project plan, which identifies and assigns tasks, major milestones for the efforts of the project team, the estimated dates on which they occur and indications of critical path.
 - 4) Measure, track and evaluate progress against the project plan.
 - 5) Resolve deviations from the project plan with the TN DCI Project Manager.
 - 6) Review project tasks, schedules, and resources and make changes or additions, as appropriate.
-

-
- 7) Conduct regularly scheduled meetings with the project team to review project status.
 - 8) Track all action items associated with status meetings and project issues.
 - 9) Review the project progress with TN DCI Project Manager during the regularly scheduled status meetings.
 - 10) Administer the project change control procedure.
 - 11) Review and analyze project change requests, maintain change request log.
 - 12) Assemble the project team and assign responsibilities as required.
 - 13) Provide bi-weekly status reports to the TN DCI Project Manager.

Technical Management

- 1) Provide technical requirements and recommendations for the required hardware and system software.
 - 2) Establish connectivity between TN DCI's system and Iron Data development and support resources.
 - 3) Perform or co-ordinate compliance with secure access to TN DCI's environment.
 - 4) Perform and/or co-ordinate tasks with Iron Data technical staff for system installation and testing
 - 5) Perform and/or co-ordinate with Iron Data technical staff, the database installation, tuning and configuration.
 - 6) Monitor and co-ordinate and code delivery and upgrades with TN DCI staff on TN DCI's system.
 - 7) Provide a single point of contact for the quick resolution of any technical issues relating to any interfaces required with 3rd party systems.
-

Agency Responsibilities:

- 1) Assign a full time Project Manager to this project. The Project Manager will act as the single point of contact and have the authority to make project related decisions. The TN DCI Project Manager will be the single point of contact for project related communications.
 - 2) Review and approve the project plan and other plans.
 - 3) Review and approve or reject project change control requests.
 - 4) Review each deliverable within 5 business days. The Iron Data Project Manager shall submit each deliverable to the TN DCI Project Manager, who will be responsible for distributing the deliverable within TN DCI for review. The TN DCI Project Manager will collect the review comments and issue a single, unified set of comments to the deliverable back to the Iron Data Project Manager.
 - 5) The TN DCI Project Manager will request, schedule and assign qualified TN DCI personnel to participate on and execute tasks as described in this Statement of Work.
 - 6) TN DCI will arrange for TN DCI personnel to be available to attend meeting, reviews, demonstrations, etc. as required by the detailed Project Plan.
 - 7) TN DCI will respond to Iron Data requests for information, clarification, and make project related decisions within three (3) working days (unless there is another agreed upon timeframe).
 - 8) TN DCI will assist in scheduling meetings and providing meeting and demonstration rooms as necessary.
 - 9) TN DCI will provide for security clearance to buildings and equipment after normal business hours and holidays when required.
 - 10) Provide a project office consisting of a safe working environment space and facilities for up to one (1) Project Manager and two (2) other personnel on-site, each with network hook-up and telephone .
 - 11) Provide at (at TN DCI expense) remote access to the TN DCI LAN for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.
-

Segment 2 - Versa:Online Implementation

This segment of the project will result in the implementation of Versa:Online which will provide the online license portal functions.

Tasks associated with the implementation of Versa:Online include:

- Task 1 - Software Installation
- Task 2 - Requirements Confirmation
- Task 3 - Versa:Online Modifications
- Task 4 - Versa:Online Interfaces
- Task 5 - Versa:Online Administration Training
- Task 6 - Versa:Online Acceptance Testing
- Task 7 - Go Live Support

Task 1 - Software Installation

The following deliverables related to Software Installation will be provided:

- 1.1 Technical Architecture System Design
- 1.2 Software Product Specifications
- 1.3 Versa:Online installed in TN DCI environment
- 1.4 System Management Guide

Iron Data will install Versa:Online in a development instance on the State's environment.

Iron Data Responsibilities:

- 1) Confirm hardware sizing.
 - 2) Install software in the development environment.
 - 3) Install Versa:Online in the development environment.
-

Agency Responsibilities:

- 1) Order acquire, install, and configure (make operational on TN DCI's network) all hardware and operating system software required for Versa:Online.
 - 2) Use TN DCI DBA resources to install and manage the Oracle test, training and production environments according to responsibilities described in the System Management Guide provided with the proposal.
 - 3) Provide all network administration including, but not limited to, establishing user login accounts and system access rights (roles and user security permissions).
 - 4) Support all communications issues including but not limited to modifying firewall or router rules as identified by Iron Data.
 - 5) Assign a Data Base Administrator (DBA) as needed throughout the project to tune databases and troubleshoot any technical problems with the database instance.
 - 6) After the system is in production, TN DCI is responsible for operations of the system and new user training required. Iron Data may be requested to provide additional training.
 - 7) TN DCI is responsible for management of its hardware infrastructure, Operating Systems, Local /Wide Area Network, installation/configuration and securing of web (J2EE) application server infrastructure.
 - 8) Provide at (the State's expense) remote access to the State's LAN for maintenance and support connection upon commencement of the project. This will be in the form of a Virtual Private Network (VPN) connection.
 - 9) Support all communications issues including but not limited to modifying firewall or router rules as identified by Iron Data. This task is intended specifically to ensure the co-operation of the State's staff in allowing access to the State's system when required by Iron Data staff. We understand and respect your need to enforce security to prevent the threat of unauthorized attacks and will respect all TN DCI security standards. On the other hand, the success of the system will be directly affected by how fast and how well we are able to respond to and fix any problem that might arise. Therefore, good connectivity through a VPN will be required.
 - 10) After the system is in production, the State is responsible for operations of the system and new user training required. Full operations responsibilities of the State and Iron Data are detailed in the System Management Guide.
-

Task 2 – Requirements Confirmation

The following deliverables related to configuration will be provided:

- 2.1 Versa:Online Services Configuration Interview Meetings
- 2.2 Versa:Online Services Configuration Report
- 2.3 Versa:Online Services Configuration

Versa:Online will be configured for each public services listed below that is to be supported for each license type. To start the process, Iron Data will conduct online services configuration interviews. These will consist of meetings with TN DCI business representatives, knowledgeable in the rules and regulations governing each type of license, discuss the specific online services to be supported and any specific business rules for each. A configuration report will be provided to document the outcome of the interviews and once approved will be used to enter the Versa:Online configurations. Once completed, the final configurations must be reviewed and approved by TN DCI.

The on-line services we have included are:

- Initial Applications
- Renewal
- Public Inquiry
- Application Status Inquiry
- Address Change
- Reinstate Inactive License Request
- Submit Public Complaint
- Address List Download

Iron Data will leverage much of the information gathered during the Versa:Regulation requirements gathering process.

During the interviews, if any requirements are discovered that cannot be handled by the setup and configuration features of Versa:Regulation, then they will be captured in a Gap Analysis Worksheet and dealt with as a system modification as described elsewhere in this Work Plan.

Iron Data Responsibilities:

- 1) Schedule and conduct configuration interviews.
 - 2) Document results in the Versa:Online Services Configuration Report.
 - 3) Enter and test the configurations in Versa:Online.
-

TN DCI Responsibilities:

- 1) Distribute the Versa:Online Services Configuration Report deliverable for TN DCI staff review. The TN DCI Project Manager will collect the review comments and issue a single, unified set of comments to the deliverable back to the Iron Data Project Manager. Comments will be incorporated and the deliverable re-issued.
 - 2) Arrange for qualified personnel to be available to attend meeting, reviews, demonstrations, etc. as required by the detailed Project Plan.
 - 3) Provide sign-off to Iron Data for any project change requests related to TN DCI requested system modifications.
 - 4) Respond to Iron Data requests for information, clarification, and make project related decisions within five (5) working days (unless there is another agreed upon timeframe).
 - 5) Assist in scheduling meetings and providing meeting and demonstration rooms as necessary.
 - 6) The Department will be required to provide and enter approved text for each online screen. The Department will be responsible for providing the content as provided in the detailed project schedule.
-

Task 3 - Develop Versa:Online Modifications

The following deliverables are related to Versa:Online System Modifications:

- 3.1 Functional specifications document
- 3.2 Updated code and database schema
- 3.3 User documentation to reflect the modifications

The following modifications are included within our proposed project scope:

Item	Category	Description
1		None Identified

We are proposing to use existing standard COTS features and functions wherever possible. The standard features and functions are described in the Appendix 1 – Versa:Online Product Description.

Any additional unique requirements will be handled in one of three ways.

- 1) Modifications noted above will be developed.
- 2) We will use the standard COTS flexible configuration capabilities of Versa:Online to tailor the business processes to meet TN DCI rules and regulations.
- 3) Other processes that cannot be configured in Versa:Online will use the Project Change Control Procedure to assess the impact and cost of such desired modifications. Only changes approved by the TN DCI Project Manager will be implemented.

If any additional requirements are discovered that may not be met through configuration of the Versa:Online COTS package, then a modification will be described and a fixed price quoted for TN DCI approval. Modifications are subject to annual maintenance fees calculated at the standard maintenance rate.

Iron Data Responsibilities:

- 1) Confirm the proposed functional additions and changes required, including configurations necessary to support TN DCI required modifications.
- 2) Develop functional specifications.
- 3) Design the proposed additions and changes.
- 4) Develop program modifications.
- 5) Unit test of all affected modules and write documentation.
- 6) Integrate modifications into baseline package

TN DCI Responsibilities:

- 1) Distribute the functional specifications deliverable within TN DCI for review. The TN DCI Project Manager will collect the review comments and issue a single, unified set of comments to the deliverable back to the Iron Data Project Manager. Comments will be incorporated and the deliverable re-issued.
- 2) Arrange for TN DCI personnel to be available to attend meeting, reviews, demonstrations, etc. as required by the detailed Project Plan.
- 3) Provide sign-off to Iron Data for any project change requests related to requested system modifications.
- 4) Respond to Versa requests for information, clarification, and make project related decisions within five (5) working days (unless there is another agreed upon timeframe).
- 5) Assist in scheduling meetings and providing meeting and demonstration rooms as necessary.

Task 4 - Develop System Interfaces

The following deliverables are related to System Interfaces:

- 4.1 Interface Design Documents
- 4.2 Updated code and database schema

Iron Data will implement the following interfaces.

Item	Description
1	State STMP email Server
2	TN Anytime ePayment engine

Iron Data will review the details of each interface required by TN DCI to determine that the needs of TN DCI will be met by the implementation. In addition, if any unique interface is identified that is not listed above will be described and priced for TN DCI approval.

TN DCI will provide the business rules of the interface and conduct an acceptance test to verify that the interface meets TN DCI requirements.

Iron Data Responsibilities:

- 1) Confirm the interface specifications required.
 - 2) Design the proposed interfaces.
 - 3) Development of interface program code.
 - 4) Unit testing of all programs affected.
 - 5) Integrate modifications into baseline package.
-

TN DCI Responsibilities:

- 1) Provide detailed annotated interface file layout(s) and technical specifications and the business rules of the interface.
 - 2) Assign a business expert who is familiar with the specific business requirements of the interface. This person will provide the business rules of the interface and will also represent TN DCI in the acceptance testing of the interface.
 - 3) Interface with any 3rd party agencies that receive or send the interface data files.
 - 4) Provide test scenarios for testing the interface.
 - 5) Perform acceptance testing of the interface.
-

Task 5 - Versa:Online Administration Training

The following deliverables are related to Training:

- 5.1 Versa:Online Documentation
- 5.2 Versa:Online Administration Training
- 5.3 System Operations Training

Training will be performed as detailed below. Additional training may be provided on request as a project change.

Class Name	# of Classes x # of Students	Days per Class	Total Days
1. Versa:Online Administration	1 x 5	4	4
Total:			4

Iron Data will prepare and provide training to TN DCI personnel. We will keep user classes to 5 students so that students will receive individual attention from our instructors. We will provide training on-site at TN DCI premises. The training schedule will be decided and agreed to between TN DCI and Iron Data Project Managers. User guides will be provided in MS Word format.

Iron Data Responsibilities:

- 1) Prepare user guides.
 - 2) Conduct classes.
-

TN DCI Responsibilities:

- 1) Arrange classroom facilities, supplies, and equipment for use during each training class.
 - 2) Replicate and distribute training materials to students.
 - 3) Schedule classes and enroll TN DCI personnel suitable to receive training and make them available during the scheduled classes.
-

Task 6 – Versa:Online User Acceptance Testing

The following deliverables are related to Acceptance Testing:

- 6.1 Acceptance Test Plan, including
 - Test Cases and Test Procedures – System Test
 - Test Cases and Test Procedures
- 6.2 Completion of Unit Test Support, including
 - Test Results – Unit Test
- 6.3 Completion of Integration Test Support, including
 - Test Results – System/Function
- 6.4 Completion Acceptance Test support

Iron Data will provide 40 days effort to assist TN DCI in testing the system. The team developing the test cases will work independently of the software development process, and produce function oriented tests, rather than technical oriented tests. TN DCI will perform these test cases to verify operation of the Versa:Online solution.

Iron Data Responsibilities:

- 1) Prepare the User Acceptance Test Plan.
 - 2) Assist TN DCI with the development of system test cases to support the license processes.
 - 3) Iron Data will lead the unit and integration testing.
 - 4) Tests will be developed to test the following system operations:
 - Renewal
 - License Verification
 - Application Status Inquiry
 - Address Change
 - Initial Applications
 - Reinstate Inactive License Request
 - Submit Public Complaint
 - Address List Download
-

TN DCI Responsibilities:

- 1) Develop the Acceptance Test Plan.
 - 2) Collect representative test data required to validate the system.
 - 3) Develop Acceptance Test Cases.
 - 4) Execute the acceptance test data and validate the test results.
 - 5) Acceptance of system and approval to Go Live.
-

Task 7 - Versa:Online Go Live Support

We recommend a staggered release of Versa:Regulation and Versa:Online. This allows time for TN DCI users to familiarize themselves with Versa:Regulation operations and configuration within a closed environment. Our approach is to schedule Versa:Online to go into production while we are on-site during the Versa:Regulation Go-Live Support (3 months). Subsequent to the warranty period, support and maintenance is covered under the Iron Data Software License Agreement.

The following deliverables are related to Go Live Support:

7.1 On-site Go Live support

7.2 Warranty Period

Iron Data personnel will:

- Provide on-site support – Included with Versa:Regulation Go-Live Support
- Correct program defects

Iron Data Responsibilities:

- 1) Production migration of data into Versa:Online.
 - 2) Provide on-site support.
 - 3) Assist users with any technical problems or system understanding.
 - 4) Identify and correct any production issues.
-

TN DCI Responsibilities:

- 1) Assume responsibility for day-to-day operations of the system.
 - 2) Report any problems encountered to the Iron Data support desk.
-

3. Appendices

The appendices have been inserted on the following pages and provided as a separate electronic file.

Appendix 1 – Versa:Online Product Description

Appendix 2 – Iron Data Maintenance Program

Exhibit C: Software License and Maintenance Agreement

This Exhibit C--Software License and Maintenance Agreement (the "Agreement") shall be incorporated in and made a part of the Contract between Iron Data Solutions, Inc. ("Iron Data") and the State of Tennessee, Department of Commerce and Insurance (the "Licensee") for implementation of the Comprehensive Online Regulatory Enforcement System (the "System").

1. License. Iron Data grants to Licensee a perpetual, non-exclusive, non-transferable and non-assignable license on the effective date of the Contract to use the Iron Data Software exclusively for Licensee's own internal use as more particularly defined in paragraphs 2 and 3 below.
2. "Iron Data Software" shall mean Iron Data's proprietary software products developed for use by regulatory agencies, associations and others and as specified in Schedule A to this Exhibit C in accordance with the following:
 - a. Iron Data Software shall include all or any part of the data processing programs embodied in Iron Data's products including any related material such as system summaries, system design, program logic, program listing, data models, user guides, installation guides, training material, project tasks and other associated documentation whether in document, machine readable format or otherwise as well as any third party software products that may be incorporated under license into the Iron Data proprietary software products.
 - b. From time to time certain Iron Data Software products may utilize open source software programs. These programs are delivered to Licensee with the Iron Data Software in unmodified executable form and are accessed only at Iron Data Software run-time via published open standard API's. The warranty on all the Iron Data Software is entirely provided by Iron Data as described in this Agreement.
 - c. The open source license agreement entitles Licensee to the underlying source code for all open source programs included with the Iron Data Software. This source code may be obtained by contacting Iron Data and requesting the URL locator to download the source code in which case Licensee will be bound by the terms of the applicable license agreement.
 - d. Licensee shall not, however, independently incorporate any open source programs, whether modified or unmodified, into the Iron Data Software. Any act which seeks to modify the Iron Data Software in any way or to use it in violation of the terms of this Agreement, without the prior written consent of Iron Data, including by incorporating open source software, shall be deemed a material breach of this Agreement.
 - e. This license authorizes Licensee to use the Iron Data Software in object form on Licensee's own computer system and in conjunction therewith, to store the Iron Data Software in, transmit through or display on units associated with such computer system. The term "use" shall include copying any portion of the Iron Data Software into a computer or transmitting them to a computer for processing of the instructions or statements in the Iron Data Software.
 - f. Licensee shall be deemed to have accepted the Iron Data Software upon the earlier of written acceptance to Iron Data or commencing use of the Iron Data Software in production.
3. Ownership of the Iron Data Software and all associated materials including enhancements and modifications remains with Iron Data.

Exhibit C: Software License and Maintenance Agreement

4. The Licensee may use the Iron Data Software only for Licensee's internal business needs at Licensee's current sites, or any future business address of Licensee upon provision of written notification of change of address to Iron Data. The Licensee may not use the Iron Data Software as part of a commercial time-sharing operation or for providing any services to other parties, whether for fee or without fee.
5. The Licensee agrees that the Iron Data Software including all computer programs, system design, user guides, and other associated documentation regardless of media format and all subsequent enhancements and modifications to the computer programs and other material is a proprietary and confidential product of Iron Data. Intellectual Property Rights" shall mean any and all proprietary rights provided under, (i) patent law, (ii) copyright law, (iii) trade-mark law, (iv) design patent or industrial design law, (v) mask work law, or (vi) any other statutory provision or common law principle applicable to this Agreement, including trade secret law, which may provide a right in either ideas, formulae, algorithms, concepts, inventions or know-how generally, or the expression or use of such ideas, formulae, algorithms, concepts, inventions or know-how and any and all applications, registrations, licenses, sub-licenses, franchises, agreements or any other evidence of a right in any of the foregoing.
6. Licensee agrees that Iron Data employs the Iron Data Software in providing consulting services and software systems implementation to a wide variety of clients and may in the future use it to provide services similar to those covered in this Agreement to other clients.
7. Licensee understands and accepts that compatible computer hardware, operating systems, telecommunications and technical expertise are required to use the Iron Data Software and that Iron Data does not provide these under this Agreement. It is the Licensee's responsibility to acquire, install and operate their computer facilities.
8. Maintenance and service fees are payable during the term of the Contract depending upon pricing factors specified. It is the Licensee's responsibility to promptly inform Iron Data whenever the total counts related to these pricing factors change. Additional charges apply to increases in pricing factor counts, which will be billed according to the rates specified in the Contract. Licensee agrees to allow Iron Data reasonable access to Licensee's computer system in order to confirm pricing factor counts. No refunds will be provided in the event pricing factor counts decrease.
9. Warranty. Iron Data warrants that it has full right, power and authority to grant the license to the Iron Data Software herein granted.

Iron Data will defend, at its expense, any action brought against the Licensee to the extent that it is based on a claim that unmodified licensed Iron Data Software, used within the scope of the license hereunder, infringes a copyright or patent. Iron Data will pay any costs and damages finally awarded against the Licensee, in such action attributable to such claim, providing that Licensee notifies Iron Data promptly in writing of any claim and Iron Data has control over the defense or settlement of such claim. In the event of a copyright or patent infringement claim, Iron Data may procure the right to continue using all or part of the licensed Iron Data Software or may replace, modify or discontinue use of the licensed Iron Data Software. Licensee shall reproduce and include Iron Data's proprietary rights notice on any copies in whole or part of the licensed Iron Data Software.

Iron Data warrants that for a limited period of 60 days after first productive use of the specific product it will at no cost to the Licensee, make any correction of programming errors necessary for the Iron

Exhibit C: Software License and Maintenance Agreement

Data Software to conform to specifications provided that the Iron Data Software is properly installed on approved computer equipment and operating systems and operated according to good operating standards. The warranty period shall commence upon first production use of any portion of each Iron Data Software product.

Iron Data does not warrant that all the functions contained in the Iron Data Software will operate in all the combinations that Licensee may select, or that the Iron Data Software will be error free, or that the operation will not be interrupted by reason of defect therein.

THE FOREGOING WARRANTIES ARE IN LIEU OF AND EXCLUDE ALL OTHER EXPRESS AND IMPLIED WARRANTIES, CONDITIONS, REMEDIES AND OTHER TERMS, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THE SOLE AND EXCLUSIVE REMEDY OF LICENSEE HEREUNDER SHALL BE AS SET FORTH ABOVE.

The Licensee accepts responsibility for the selection of the Iron Data Software, its use and the results obtained therefrom. It shall also be the responsibility of the Licensee to facilitate the timely installation, configuration and testing of the Iron Data Software and all updates and modifications thereto. Licensee shall provide appropriately qualified and trained personnel to meet their implementation and on-going operating responsibilities. Licensee shall also be responsible for the proper implementation of all computer equipment and operating systems, security measures and system controls including additional controls that are required when allowing payments over internet facilities.

10. Limitations of Liability. Iron Data will not be liable for any lost profits, goodwill or any other special or consequential damages suffered by Licensee or others as a result of use of the Iron Data Software.

Iron Data's entire liability to the Licensee for any and all claims, losses, damages or expenses from any cause whatsoever and howsoever arising under the Agreement will be limited to the direct damages proven, but will in no event exceed, for each damage-causing event, series of connected events or aggregate of all losses, the amount of fees paid by Licensee, directly related to the license or services that caused the breach or default.

11. Confidentiality and Security of Iron Data Software. Licensee will use all reasonable precautions and take all necessary steps to prevent the Iron Data Software from being acquired by unauthorized persons. Licensee will take appropriate action by instruction, agreement, or otherwise, with any persons permitted access to the Iron Data Software so as to enable Licensee to satisfy its obligations under this agreement. Licensee will not create, or attempt to create, or permit or help others to create, the source code from the licensed Iron Data Software. Licensee shall not provide or otherwise make the Iron Data Software available to any third party without written permission from Iron Data. This includes without limitation, flow charts, logic diagrams, data schemas, screen presentation, user manuals, or computer instructions in any form. Licensee will take all necessary steps to prevent the Iron Data Software from falling into the public domain. If Licensee becomes aware of any misappropriation of the Iron Data Software or third parties improperly using the Iron Data Software then Licensee shall promptly notify Iron Data of the circumstance.

The Iron Data Software and every portion thereof constitute confidential information and processes that are valuable trade secrets and proprietary information of Iron Data and the licensed Iron Data Software shall only be used by and for the Licensee in accordance with this Agreement and only while licensed hereunder.

Exhibit C: Software License and Maintenance Agreement

12. Escrow. An optional escrow arrangement is available and in the event that Licensee exercises this option, “Schedule B – Escrow” attached hereto applies.
13. Iron Data Software Maintenance & Support. Maintenance and support services for the Iron Data Software will be provided according to the scope and terms and conditions included in “Schedule C – Maintenance” attached hereto.
14. Assignment. Licensee's rights under this agreement to the Iron Data Software shall not be assigned, licensed or otherwise transferred without prior written approval of Iron Data.
15. Business Objects Sublicense. Licensee may choose to acquire licenses for Business Objects (as defined in Schedule D) products from Iron Data to operate solely in conjunction with Iron Data Software. This is optional and in the event that Licensee exercises this option, “Schedule D – Business Objects” attached hereto applies.
17. Survival. The respective rights and obligations set forth in Sections 10, 11, 12, 14, and 15 shall survive termination of this Agreement.

Exhibit C--Software License and Maintenance Agreement

Schedule A - Products

Iron Data Software products may be licensed individually or in combinations as required. Only the following products and services are licensed under this Iron Data License and Maintenance Agreement.

License Fees

Product	Unit (s)	Qty	Unit Cost	Total Cost
Versa:Regulation ²	Base License	1	See Contract	See Contract, Section C.3.
	Named Users	unlimited	See Contract	See Contract, Section C.3.
Versa:Online	Base License	1	See Contract	See Contract, Section C.3.
	License Types	unlimited	See Contract	See Contract, Section C.3.
Versa:DataMart	Base Fee	1	See Contract	See Contract, Section C.3.
	Named Users	unlimited	See Contract	See Contract, Section C.3.
License Fees:				See Contract, Section C.3.

Annual Maintenance and Support Fees¹

Product	Unit (s)	Qty	Unit Cost	Total Cost
Versa:Regulation	Base Fee	1	See Contract	See Contract, Section C.3.
	Named Users	unlimited	See Contract	See Contract, Section C.3.
Versa:Online	Base Fee	1	See Contract	See Contract, Section C.3.
	License Types	unlimited	See Contract	See Contract, Section C.3.
Versa:DataMart	Base License	1	See Contract	See Contract, Section C.3.
	Named Users	unlimited	See Contract	See Contract, Section C.3.
Annual Maintenance and Support Fees				

¹ Note:

Licensee may engage Iron Data to develop customizations during or after the project through the Project Change Request procedure. These customizations will be priced in the Project Change Request documentation and subject to Licensee approval. Customizations proposed will also indicate the annual maintenance fee applicable to each customization at 15% of the cost of the development to take advantage of software updates that are periodically distributed and new products as they may be developed. Annual maintenance fees applicable to all new customizations will be prorated for their first maintenance period and thereafter billed annually in advance together with other annual maintenance fees.

² Note:

Versa:Regulation includes Workflow, Batch Scheduler, and Correspondence. License is enterprise level for unlimited Department of Commerce and Insurance users.

Annual maintenance fees are billable in advance annually. The first annual maintenance fee is payable upon written acceptance of system for "Go Live" or 60 days from first production use and thereafter every 12 months after the first anniversary. Iron Data will provide an updated annual maintenance fee schedule according to the Contract and not less than 60 days prior to it taking effect.

Other notes:

- Versa:Online requires the licensing of the Versa:Regulation Base System. Versa:Online license fee is for unlimited Public users.
- Public Users are defined as any user not a part of the Licensee's work force. Licensee's work force includes the workforce of related stakeholders such as other government agencies/departments or industry partners. Non-public users have unlimited use of Versa:Online provided they have a paid up license for the Versa:Regulation Base System.

Exhibit C--Software License and Maintenance Agreement

Schedule A - Products

3. Versa:DataMart requires the licensing of Versa:Regulation. This license fee allows unlimited use by paid up named users of Versa:Regulation Base System.
4. Licensee may develop extensions or additions to the Iron Data products. If these extensions or new functionality reference Versa:Regulation functionality or database then the users of this extended or new functionality require a Versa:Regulation paid up user license.
5. Customizations may require additional development work that is not included in the annual maintenance services in order to take advantage of software updates that are periodically distributed and new products as they may be developed.

Exhibit C-- Software License and Maintenance Agreement

Schedule B - Escrow

Upon expiration of the warranty period and provided Licensee has made all payments in full of all amounts owing by the Licensee to Iron Data, Licensee may request that Iron Data enter into a Source Code Escrow Agreement to govern the deposit of source code with respect to the Iron Data Software with a qualified software escrow agent. Escrow agent costs are the responsibility of the Licensee. The following provisions and such other usual provision as agreed to by the parties shall be embodied in the Source Code Escrow Agreement:

Iron Data shall deliver to the escrow agent a sealed copy of source code for the then current version of Iron Data Software. From time to time and for so long as this Agreement is in good standing and annual maintenance fees are paid and as updated versions of Iron Data Software are delivered to Licensee, Iron Data shall also deliver updated source code to the escrow agent. Upon receipt of an updated version of the source code the escrow agent shall return the previous version of the source code. The escrow agent shall be bound by the confidentiality and security provisions of this Agreement. Iron Data Software source code shall be safeguarded until a Default Event occurs. A Default Event is one or more of the following occurring while this Agreement is in good standing.

1. Iron Data files a voluntary petition in bankruptcy;
2. Iron Data makes a general assignment for the benefit of its creditors,
3. Iron Data suffers or permits the appointment of a trustee or receiver for its business assets,
4. Iron Data becomes subject to any proceeding under any bankruptcy or insolvency law which is either consented to by Contractor or is not dismissed within sixty (60) days,
5. Iron Data initiates actions to wind up or liquidate its business voluntarily or otherwise,
6. Iron Data ceases doing business in the ordinary course of business,
7. Iron Data suffers, permits or initiates the occurrence of anything analogous to any of the events described herein under the laws of any applicable jurisdiction, or
8. Iron Data refuses or becomes unable to provide maintenance and support services to the State at any time while the State is continuing to use the software in accordance with the license granted pursuant to this Contract, provided that the State is not in default of any material obligation assumed under this Contract.

If the escrow agent receives a statutory declaration (Notice of Default) from the Licensee it shall promptly notify Iron Data with the details. Unless within 60 days Iron Data files with the escrow agent an affidavit to the effect that no Default Event has occurred or that such event has been cured, the escrow agent shall deliver to Licensee the Iron Data Software source code. The escrow agent shall not retain any copies of Iron Data Software. The Licensee shall receive the Iron Data Software source code under the same terms and conditions as contained in this agreement. No third party shall be given access to Iron Data Software proprietary materials under any circumstance. In the event annual maintenance fees are not paid when due, the Iron Data Software source code shall be returned to Iron Data.

Exhibit C--Software License and Maintenance Agreement

Schedule C - Maintenance

1. Annual Maintenance Services

Iron Data will provide Annual Maintenance services for the Iron Data Software products providing the Iron Data Software License and Maintenance Agreement is in good standing and all annual maintenance fees are paid when due. Maintenance fees are due upon the earlier of the date of first production use of the Iron Data Software or twelve months after first installation of the Iron Data Software into the Licensee's development environment. Thereafter maintenance fees must be paid in advance by each anniversary date.

Annual Maintenance services shall consist of the following:

- a) Reasonable telephone support regarding function and use of Iron Data Software;
- b) Analysis and correction of reported software malfunctions; and
- c) Software updates to the Iron Data Software as released from time to time by Iron Data.

Licensee is responsible to assist Iron Data in resolving software malfunctions by providing information and evidence of the malfunction and having appropriately qualified personnel available to answer questions and perform remedial functions. Iron Data is not responsible for correcting operational or infrastructure issues.

No works for hire are created under this Agreement.

2. Licensee Responsibilities

Licensee is responsible to exercise good operating practices using approved infrastructure and appropriately trained and supervised personnel. An effective and reliable back up schedule and process must be in place. Licensee is responsible for implementing appropriate security and control procedures. Iron Data is not responsible for lost or corrupted data under any circumstances.

3. Maintenance Procedures

In order to promote the efficient use of the Iron Data Software the following procedures shall apply:

- It is the responsibility of Licensee to follow Iron Data published help desk processes;
- Licensee will designate staff as Iron Data Software coordinators who will first attempt to resolve any issue that arises. Only these authorized Iron Data Software coordinators may originate a help desk ticket to Iron Data;
- Licensee will use prudence in assigning priority levels of help desk tickets and be available for consultation with Iron Data representatives assigned to resolve the ticket.
- Maintenance shall only be provided on unmodified versions of the Iron Data Software operating on Iron Data supported versions of hardware, database and operating systems.

Exhibit C--Software License and Maintenance Agreement

Schedule C - Maintenance

4. Annual Maintenance Fee

Annual Maintenance fees shall be as set out in Schedule A to the Iron Data Software License and Maintenance Agreement. It is Licensee's responsibility to report on a monthly basis to Iron Data when the number of users utilizing the Iron Data Software exceeds the number of paid licenses for the Iron Data Software. If additional users are added to use the Iron Data Software, Iron Data will bill and Licensee shall pay additional Annual Maintenance Fees on a prorated basis, according to Schedule A. No refunds are applicable in the event the actual number of users is less than the number of paid licenses. Users may not share licenses.

Licensee agrees to allow Iron Data reasonable access to Licensee's computer system in order to confirm user counts. In the event of cancellation no refunds of Annual Maintenance fees will apply.

5. Other Maintenance Services

Annual Maintenance services do not include the following items but Iron Data will provide such services on the basis of the change control process (as set out in the Contact) and may be provided on a time and materials basis or a fixed fee basis:

- Changes to set-up or configuration
- Database administration services
- Infrastructure support
- Licensee staff training
- Implementation, conversion or acceptance testing of software updates
- Operations support
- New employee training
- Enhancements or customizations to the Iron Data Software

Exhibit C--Software License and Maintenance Agreement

Schedule D – Business Objects Sub-License

1. **GRANT OF LICENSE.** Iron Data grants Licensee a nonexclusive and limited use license to use the Business Objects Software products and functionalities for which Licensee has paid the applicable fees solely for use with Iron Data Software and in accordance with the terms and conditions of this Agreement. The Software is licensed, not sold, to the Licensee.

“Business Objects” is the company from whom Licensee is purchasing the Software or related services, through Iron Data.

2. **INSTALLATION AND USE.** Licensee may install and use the Software only in the configuration and for the number of licenses acquired by Licensee. Licensee may also install non-production copies of the Software as is reasonably necessary for disaster recovery, emergency restart and backup, including, but not limited to making copies for such purposes for use at one or more disaster recovery sites. In order to exercise Licensee’s rights to the Software under this License Agreement Licensee must activate Licensee’s copy of the Software in the manner described during the launch sequence. Business Objects may control the number and type of licenses and the use of the Software by key codes.

3. **LICENSE TYPES AND DEFINITIONS.**

- 3.1. **Named User License (“NUL”).** When the Software is licensed on a Named User basis, each individual Named User must be specifically identified as the sole holder of a NUL. The sharing of the NUL by more than one individual is expressly prohibited. In addition, NUL(s) may not be transferred from one individual to another unless the original end user no longer requires, and is no longer permitted, access to the Software. NUL(s) are assigned to a single Deployment and may not be shared among different Deployments.
- 3.2. **Restricted License.** Licensee may use each licensed copy of the Software only in conjunction with the OEM Application with which it was provided. Accessing data that is not specifically created or processed by the OEM Application is in violation of this license. If the OEM Application requires the use of a data mart or data warehouse, the Software may be used with the data mart or data warehouse only to access data created or processed by the OEM Application. Restricted Licenses may not be combined with unrestricted licenses in the same Deployment.
- 3.3. **Update License.** If Licensee received the Software as an update to a previously licensed product, Licensee’s license to use the Software is limited to the aggregate number of licenses Licensee has acquired for the previous product. If Licensee choose to use the Software and the previous product simultaneously, the aggregate number of licenses used to access the Software and the previous product may not exceed the aggregate number of licenses Licensee acquired for the previous product.

Licensee is hereby granted a sublicense to use Business Objects Enterprise XI Premium Edition (Business Objects Software) software and development tools provided by Iron Data in conjunction with the Software which use is subject to the following conditions required by Business Objects:

- a) Use of Business Objects Software is restricted to use with Iron Data Software object code only;
- b) Licensee is prohibited from (i) any transfer of Business Objects Software except for temporary transfer in the event of computer malfunction; (ii) assignment, timesharing and rental of Business Objects Software and (iii) receiving title to Business Objects Software;

Exhibit C--Software License and Maintenance Agreement

Schedule D – Business Objects Sub-License

- c) Licensee is prohibited from the reverse engineering, disassembly or decompilation of Business Objects Software and duplication of Business Objects except for a single backup or archival copy;
- d) Licensee disclaims, to the extent permitted by applicable law, Business Objects' liability for any damages, whether direct, indirect, incidental or consequential, arising from the use of Business Objects;
- e) Licensee will, at the termination of this Agreement, discontinue use and destroy or return to Iron Data all copies of Business Objects Software and it's documentation;
- f) Licensee will comply fully with all relevant export laws and regulations of the United State of America to assure that neither Business Objects Software, nor any direct product thereof, are exported, directly or indirectly, in violation of United States Law; and
- g) Licensee acknowledges that Business Objects is a third party beneficiary of this Agreement.