

November 13, 2018

Senator Ken Yager
Chairman, Fiscal Review Committee
8th Floor, Rachel Jackson Bldg.
Nashville, TN

Attn: Ms. Krista Lee

Dear Chairman Yager:

Please find attached, for the Fiscal Review Committee's consideration, documentation of an Amendment request pertaining to the State's contract with Planview, Inc. Planview provides the state's information technology portfolio management solution products, which includes hosting, application training, documentation, and best practices repository. The solution is used to support the planning, execution and management of the State information technology projects, support, and service delivery efforts.

The requested amendment extends the contract term by two years and increases the maximum liability to support the projected spending through the end of the extended contract term.

The Department of Finance and Administration respectfully requests to be placed on the agenda at the next Fiscal Review Committee meeting to present this contract.

Thank you for your consideration of this request.

Sincerely,



Emily Gibson, Executive Director
Enterprise Governance and Administration
Strategic Technology Solutions

Supplemental Documentation Required for
Fiscal Review Committee

*Contact Name:	Debbie Knox	*Contact Phone:	615-741-4099		
*Presenter's name(s):	Emily Gibson Andy Kidd				
Edison Contract Number: <i>(if applicable)</i>	41038	RFS Number: <i>(if applicable)</i>	31701-20001		
*Original or Proposed Contract Begin Date:	03/31/2014	*Current or Proposed End Date:	03/30/2019		
Current Request Amendment Number: <i>(if applicable)</i>	2				
Proposed Amendment Effective Date: <i>(if applicable)</i>	Upon receipt of all required approvals				
*Department Submitting:	Finance & Administration				
*Division:	Strategic Technology Solutions				
*Date Submitted:	11/14/2018				
*Submitted Within Sixty (60) days:	Yes				
<i>If not, explain:</i>					
*Contract Vendor Name:	Planview, Inc.				
*Current or Proposed Maximum Liability:	\$5,000,000.00				
*Estimated Total Spend for Commodities:	\$0.00				
*Current or Proposed Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)					
FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
\$54,500.00	\$1,242,712.88	\$482,966.01	\$727,695.57	\$1,213,336.94	\$1,278,788.60
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from Edison)					
FY: 2014	FY: 2015	FY: 2016	FY: 2017	FY: 2018	FY: 2019
\$54,500.00	\$1,242,712.88	\$482,966.01	\$727,695.57	\$1,026,202.38	\$999,577.00
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:			The yearly contract allocations were estimates. Actual usage differed from the estimates.		
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:			Surplus funds were not carried forward.		
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:			N/A		
*Contract Funding Source/Amount:					

Supplemental Documentation Required for
Fiscal Review Committee

State:	\$3,570,211.40	Federal:	
<i>Interdepartmental:</i>	\$1,429,788.60	<i>Other:</i>	
If “ <i>other</i> ” please define:			
If “ <i>interdepartmental</i> ” please define:		In addition to STS direct usage, STS charges State agencies for various information technology services.	
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>	Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>		
10/31/2017	Increased contract maximum and added language to enable the State to leverage other products and services offered by the Contractor that are needed and within the Scope, but were not included in the original Contract.		
Method of Original Award: <i>(if applicable)</i>	Sole Source		
*What were the projected costs of the service for the entire term of the contract prior to contract award? How was this cost determined?	\$4,195,000.00	A technology research project sponsored by Strategic Technology Solutions was completed to identify the product within the market sector for Project and Portfolio Management (PPM) tools that best meets the State’s requirements. During this process, each vendor was asked to provide MSRP pricing for their product. This information was used to develop the projected costs of the service for the entire term of the contract prior to contract award.	

Supplemental Documentation Required for
Fiscal Review Committee

<p>*List number of other potential vendors who could provide this good or service; efforts to identify other competitive procurement alternatives; and the reason(s) a sole-source contract is in the best interest of the State.</p>	<p>The technology research project evaluated seven potential vendors of the services. These vendors were selected based on Gartner's <u>MarketScope for IT Project and Portfolio Management Software Applications</u>, published in May 2013 to determine leaders in the PPM market sector. Planview was identified as best meeting the State's requirements and has been established as a State standard technology solution.</p>
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Payments against a Contract	2	
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Edison Contract ID = 000000000000000000041038

Fiscal Year = 2014 - 2019

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	\$ 19,500.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000024658	00066312	INV19850	6/30/2014	2014
31701	\$ 35,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000024172	00065211	INV19434	5/8/2014	2014
	\$ 54,500.00									
31701	\$ 2,550.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025989	00070991	INV21645	3/30/2015	2015
31701	\$ 7,650.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026248	00071894	INV21807	5/15/2015	2015
31701	\$ 8,701.88	000000000000000000041038	0000174063	Planview Inc	DFA	0000026441	00072608	INV21914	7/10/2015	2015
31701	\$ 10,200.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025532	00068785	INV20800	11/14/2014	2015
31701	\$ 10,200.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026203	00071776	INV21738	5/6/2015	2015
31701	\$ 15,600.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025876	00070378	INV21424	2/13/2015	2015
31701	\$ 17,850.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026204	00071775	INV21739	5/6/2015	2015
31701	\$ 18,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025794	00069873	INV21198	1/13/2015	2015
31701	\$ 30,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026442	00072609	INV21920	7/10/2015	2015
31701	\$ 39,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025135	00067493	INV20388	9/5/2014	2015
31701	\$ 50,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026440	00072607	INV21913	7/10/2015	2015
31701	\$ 50,796.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026493	00072887	INV21935	7/17/2015	2015
31701	\$ 72,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025988	00070992	INV21644	3/30/2015	2015
31701	\$ 100,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026190	00071700	INV21753	6/29/2015	2015
31701	\$ 112,300.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000025354	00068095	INV20561	10/10/2014	2015
31701	\$ 697,865.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000024892	00066958	INV19436	8/6/2014	2015
	\$ 1,242,712.88									
31701	\$ 573.75	000000000000000000041038	0000174063	Planview Inc	DFA	0000028223	00077552	20160400	5/10/2016	2016
31701	\$ 870.17	000000000000000000041038	0000174063	Planview Inc	DFA	0000026873	00073573	INV21976	8/14/2015	2016
31701	\$ 1,864.69	000000000000000000041038	0000174063	Planview Inc	DFA	0000027763	00076154	INV22214	2/17/2016	2016
31701	\$ 1,989.04	000000000000000000041038	0000174063	Planview Inc	DFA	0000027485	00075248	INV22138	12/16/2015	2016
31701	\$ 2,868.75	000000000000000000041038	0000174063	Planview Inc	DFA	0000027934	00076770	INV22265	3/24/2016	2016
31701	\$ 3,232.13	000000000000000000041038	0000174063	Planview Inc	DFA	0000028368	00077907	20160645	6/6/2016	2016
31701	\$ 4,350.94	000000000000000000041038	0000174063	Planview Inc	DFA	0000027712	00076020	INV22185	2/1/2016	2016
31701	\$ 5,202.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000027711	00076019	INV22198	2/5/2016	2016
31701	\$ 5,202.08	000000000000000000041038	0000174063	Planview Inc	DFA	0000027762	00076155	INV22217	2/17/2016	2016
31701	\$ 9,179.83	000000000000000000041038	0000174063	Planview Inc	DFA	0000027710	00076018	INV22186	2/1/2016	2016
31701	\$ 10,404.44	000000000000000000041038	0000174063	Planview Inc	DFA	0000027014	00073870	INV22028	9/11/2015	2016
31701	\$ 12,048.76	000000000000000000041038	0000174063	Planview Inc	DFA	0000027765	00076153	INV22215	2/17/2016	2016
31701	\$ 20,635.87	000000000000000000041038	0000174063	Planview Inc	DFA	0000028520	00078506	20160993	7/13/2016	2016

Payments against a Contract	2	
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Edison Contract ID = 000000000000000000041038

Fiscal Year = 2014 - 2019

Unit	Sum Merchandise Amt	Edison Contract ID	Vendor ID	Vendor Name	Type	PO ID	Voucher ID	Invoice	Date	Fiscal Year
31701	\$ 27,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000028003	00076907	20160150	3/28/2016	2016
31701	\$ 28,610.56	000000000000000000041038	0000174063	Planview Inc	DFA	0000026871	00073572	INV21977	8/18/2015	2016
31701	\$ 348,933.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000026701	00073219	INV21944	7/31/2015	2016
	\$ 482,966.01									
31701	\$ 507.25	000000000000000000041038	0000174063	Planview Inc	DFA	0000030574	00082954	20163386	3/14/2017	2017
31701	\$ 517.50	000000000000000000041038	0000174063	Planview Inc	DFA	0000031083	00084382	INC20170130	5/26/2017	2017
31701	\$ 1,521.75	000000000000000000041038	0000174063	Planview Inc	DFA	0000030859	00083798	INC20170098	5/1/2017	2017
31701	\$ 2,029.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000029385	00080265	20162019	10/14/2016	2017
31701	\$ 6,447.31	000000000000000000041038	0000174063	Planview Inc	DFA	0000030170	00082205	20163301	2/9/2017	2017
31701	\$ 6,750.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000030826	00083555	INC20170082	4/25/2017	2017
31701	\$ 10,612.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000029385	00080264	20162020	10/14/2016	2017
31701	\$ 10,779.06	000000000000000000041038	0000174063	Planview Inc	DFA	0000030578	00083179	INC20170046	3/28/2017	2017
31701	\$ 15,600.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000030573	00082955	20163387	3/17/2017	2017
31701	\$ 324,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000028787	00079100	20161730	8/10/2016	2017
31701	\$ 348,931.70	000000000000000000041038	0000174063	Planview Inc	DFA	0000028839	00079188	20161740	8/15/2016	2017
	\$ 727,695.57									
31701	\$ 4,140.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000034751	00092703	INC20180108R	6/20/2018	2018
31701	\$ 5,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000033341	00088999	INC20170497	1/23/2018	2018
31701	\$ 9,504.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000034807	00092814	INC20180186	6/29/2018	2018
31701	\$ 20,700.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000031685	00085698	INC20170131	8/10/2017	2018
31701	\$ 21,657.38	000000000000000000041038	0000174063	Planview Inc	DFA	0000031695	00085733	INC20170247	8/10/2017	2018
31701	\$ 162,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000032132	00086195	INC20170210	8/25/2017	2018
31701	\$ 324,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000032130	00086194	INC20170198	8/25/2017	2018
31701	\$ 479,201.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000032134	00086193	INC20170207	8/25/2017	2018
	\$ 1,026,202.38									
31701	\$ 20,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000035081	00093756	INC20180207	8/20/2018	2019
31701	\$ 162,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000035080	00093758	INC20180173	8/20/2018	2019
31701	\$ 324,000.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000035083	00093760	INC20180212	8/20/2018	2019
31701	\$ 493,577.00	000000000000000000041038	0000174063	Planview Inc	DFA	0000035084	00093762	INC20180208	8/20/2018	2019
	\$ 999,577.00									
	\$ 4,533,653.84									

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the "necessary contract clauses" identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 ("CPO Rule 17"). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprs.Agsprs@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17's necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor's Liability shall be submitted using the Limitation of Contractor's Liability Request.

APPROVED

 CHIEF PROCUREMENT OFFICER

APPROVED

 COMPTROLLER OF THE TREASURY

Agency request tracking #	31701-20001
1. Procuring Agency	F&A/STS
2. Edison contract ID #	41038
3. Contractor or Grantee	Planview, Inc.
4. Contract's Effective Date	March 31, 2014
5. Contract or grant contract's Term (with ALL options to extend exercised)	84 months and one day
6. Contract's Maximum Liability (with ALL options to extend exercised)	\$ 8,750,000.00
7. Citation and explanation of the rule(s) for which the exception is requested	Tenn. Comp. R. & Regs., ch. 0690-03-01-.14(2)(c) CONTRACT TYPE, Term Contract-General. STS requests an exception to allow a contract term longer than sixty (60) months.
8. Description of requested changes If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language.	This Contract shall be effective for the period beginning March 31, 2014, and ending on March 31, 2021. 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.
9. Justification	At the time that State of Tennessee entered into this contract with Planview, Inc., it was as the result of Planview's Enterprise One product being designated as the State Standard Technology Solution for Project and Portfolio Management (PPM). Since that time, there have been sufficient changes in the PPM market place that this designation as State Standard Technology Solution should be validated before entering into a new contract with Planview, Inc. Strategic Technology Solutions has initiated the project to revisit and validate this designation. The two year extension in the contract term will allow for sufficient time to complete this project and to migrate to an alternative solution, should one be chosen as a result of this review.
Signature of Agency head or designee and date	
 ASSISTANT COMMISSIONER 10-31-18	

Rule Exception Request

Use this document to request changes to Central Procurement Office templates, policies, or other procurement documents or to modify the “necessary contract clauses” identified in Tenn. Comp. R. & Reg. 0690-03-01-.17 (“CPO Rule 17”). Complete this document in conformity with CPO Rule 17, which is available [here](#). Send the completed document in PDF format to: Agsprrs.Agsprsr@tn.gov All Rule Exception Requests are subject to review and approval by the Chief Procurement Officer. Rule Exception Requests that propose to modify any of CPO Rule 17’s necessary contract clauses shall be subject to review and approval by the Comptroller of the Treasury. Note: Any change to the template language regarding the Limitation of Contractor’s Liability shall be submitted using the Limitation of Contractor’s Liability Request.

APPROVED
 Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney
 T. L. Stuart CPO Attorney
 CHIEF PROCUREMENT OFFICER

Digitally signed by Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney
 DN: cn=Michael F. Perry, Chief Procurement Officer by T. L. Stuart CPO Attorney, o=Central Procurement Office, ou=DGS, email=toni.stuart@tn.gov, c=US
 Date: 2018.11.13 13:19:35 -06'00'

APPROVED
 Don Ivancic on behalf of Comptroller Justin P. Wilson
 COMPROLLER OF THE TREASURY

Digitally signed by Don Ivancic on behalf of Comptroller Justin P. Wilson
 Date: 2018.11.14 07:36:40 -06'00'

Agency request tracking #	31701-2001
1. Procuring Agency	F&A/STS
2. Edison contract ID #	41038
3. Contractor or Grantee	Planview, Inc.
4. Contract’s Effective Date	March 31, 2014
5. Contract or grant contract’s Term (with ALL options to extend exercised)	60 months
6. Contract’s Maximum Liability (with ALL options to extend exercised)	\$ 5,000,000.00
7. Citation and explanation of the rule(s) for which the exception is requested	Tenn. Comp. R. and Regs. 0690-03-01-.17(4)(b) STS requests an exception to the standard language related to Comptroller Audit Requirements (Contractor Hosted Services Confidential Data, Audit and Other Requirements, subsection (c)).
8. Description of requested changes	If adding new provisions or modifying existing provisions, insert the new or modified provisions in their entirety. Please provide red-lines or track changes to highlight any deviations from template language. c. Comptroller Audit Requirements Upon reasonable notice but no more than one (1) time per year, the Contractor agrees to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor . Contractor will maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor personnel for the purpose of performing the information technology control audit. The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and

contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor's compliance with the State's Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation. The Parties shall use their best efforts to limit the limit an on-site audit to less than two (2) business days and shall work together to minimize the impact to Contractor's standard business operations.

For any audit issues identified, the Contractor shall provide a corrective action plan to the State within 30 days from the Contractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

9. Justification

Refer to the edited clause above. The vendor (Planview, Inc.) asserts and acknowledges their responsibility for the actions and work of their subcontractor(s) but cannot grant on behalf of their subcontractor(s) the right for the State, the Comptroller of the Treasury, or their duly appointed representatives to audit. Planview, Inc. also requests to further define reasonability related to frequency and duration of audits in order to minimize the impact to their standard business operations.

STS does not feel that these changes introduce any increased risk or negative impact to the State.

Signature of Agency head or designee and date

Buddy Lee, ASSISTANT COMMISSIONER 11-9-18



STS Pre-Approval Endorsement Request E-Mail Transmittal

TO : STS Contracts STS received endorsement submission on November 1, 2018.
 Department of Finance & Administration
 E-mail : it.abc@tn.gov

FROM : Debbie Knox
 E-mail : Debbie.C.Knox@tn.gov

DATE : October 31, 2018

RE : Request for STS Pre-Approval Endorsement

Applicable RFS # 31701-20001

State Security Confidential Information Applicability

Under Tenn. Code Ann. §10-7-504(i) vendor identity or a description of the goods or services provided by the vendor shall be confidential.

- Applicable
 Not Applicable

Additional language is attached and endorsement is contingent upon inclusion of this additional language:

- Applicable
 Not Applicable

STS Endorsement Signature & Date:

Stephanie Dedmon,
CIO (WMH)

Digitally signed by Stephanie Dedmon, CIO (WMH)
 DN: cn=Stephanie Dedmon, CIO (WMH), o=Tennessee
 Department of Finance and Admin, ou=Strategic
 Technology Solutions, email=william.hafley@tn.gov, c=US
 Date: 2018.11.07 15:48:25 -06'00'

Chief Information Officer

NOTE: Proposed contract/grant support is applicable to the subject IT service technical merit.

Strategic Technology Solutions (STS) pre-approval endorsement is required pursuant to procurement regulations pertaining to contracts with information technology as a component of the scope of service. This request seeks to ensure that STS is aware of and has an opportunity to review the procurement detailed below and in the attached document(s). This requirement applies to any procurement method regardless of dollar amount.

Please indicate STS 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 Finance and Administration

Applicable RFS # 31701-20001	
Agency Contact (name, phone, e-mail)	Debbie Knox, 615-741-4099, Debbie.C.Knox@tn.gov
<p>Attachments Supporting Request (mark all applicable)</p> <p>Note: The complete draft procurement document and the applicable documents listed below must accompany this request when submitted to STS. Special Contract Requests and Amendment Requests without Agency Head signature are acceptable. STS is aware that these documents will not have CPO signature when submitted with this request.</p> <p> <input type="checkbox"/> Solicitation Document <input type="checkbox"/> Special Contract Request <input checked="" type="checkbox"/> Amendment Request <input checked="" type="checkbox"/> Proposed Contract/Grant or Amendment <input checked="" type="checkbox"/> Original Contract/Grant and Previous Amendments (if any) </p>	
<p>Information Systems Plan (ISP) Project Applicability</p> <p>To avoid delay of STS pre-approval, the applicability of an ISP project to the procurement must be confirmed with agency IT staff prior to submitting this request to STS. If necessary, agency IT staff should contact STS Planning with questions concerning the need for an ISP project.</p> <p>IT Director/Staff Name Confirming (required): Emily Gibson</p> <p> <input type="checkbox"/> Applicable – Approved ISP Project# <input checked="" type="checkbox"/> Not Applicable </p>	
<p>Subject Information Technology Service Description</p> <p>Provide a brief summary of the information technology services involved. Clearly identify included technologies such as system development/maintenance, security, networking, <i>etc.</i> As applicable, identify the contract or solicitation sections related to the IT services.</p> <p>The subject contract involves the provision of SaaS (software as a service), including use of portfolio management solution products and hosting by Planview, Inc., and related application training, and documentation and best practices repository. Additional services to be provided include traditional technical support and problem resolution, as well as consulting services to assist with the implementation and configuration of the portfolio management solution products for State use, and the possible integration with several other State applications (I.E., Edison, SharePoint, FileNet, and ServiceNow). Refer to Section A, Scope of Services, within the contract document, as amended, for further detail.</p>	

Amendment Request

This request form is not required for amendments to grant contracts. Route a completed request, as one file in PDF format, via e-mail attachment sent to: Agsprs.Agsprs@tn.gov

APPROVED

CHIEF PROCUREMENT OFFICER

DATE

Agency request tracking #	31701-20001-2	
1. Procuring Agency	Department of Finance and Administration	
2. Contractor	Planview, Inc.	
3. Edison contract ID #	41038	
4. Proposed amendment #	002	
5. Contract's Original Effective Date	March 31, 2014	
6. Current end date	March 30, 2019	
7. Proposed end date	March 31, 2021	
8. Current Maximum Liability or Estimated Liability	\$ 5,000,000.00	
9. Proposed Maximum Liability or Estimated Liability	\$ 8,150,000.00	
10. Strategic Technology Solutions Pre-Approval Endorsement Request – information technology service (N/A to THDA)	<input type="checkbox"/> Not Applicable <input checked="" type="checkbox"/> Attached	
11. eHealth Pre-Approval Endorsement Request – health-related professional, pharmaceutical, laboratory, or imaging	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
12. Human Resources Pre-Approval Endorsement Request – state employee training service	<input checked="" type="checkbox"/> Not Applicable <input type="checkbox"/> Attached	
13. Explain why the proposed amendment is needed	<p>At the time that State of Tennessee entered into this contract with Planview, Inc., it was as the result of Planview's Enterprise One product being designated as the State Standard Technology Solution for Project and Portfolio Management (PPM). Since that time, there have been sufficient changes in the PPM market place that this designation as State Standard Technology Solution should be validated before entering into a new contract with Planview, Inc.</p> <p>Strategic Technology Solutions has initiated the project to revisit and validate this designation. The two year extension in the contract term will allow for sufficient time to complete this project and to migrate to an alternative solution, should one be chosen as a result of this review.</p>	

Agency request tracking #	31701-20001-2
<p>Language was previously added to enable the State to leverage other products and services offered by the Contractor that are needed and within the Scope but were not included in the original Contract. There are two products that fall into this category and are in use in the State – LeanKit and PPM Pro. Both of these products are now owned by Planview, Inc. and are available for licensing from only Planview, Inc. With this amendment, we are adding language and costing information that is directly related to the State’s use of these two products.</p>	
<p>The contract maximum is being increased to support the currently projected spending on all products used through the end of the extended contract term.</p>	
<p>14. If the amendment involves a change in Scope, describe efforts to identify reasonable, competitive, procurement alternatives to amending the contract.</p> <p>There is no change in Scope that results from the amendment.</p>	
<p>Signature of Agency head or authorized designee, title of signatory, and date (the authorized designee may sign his or her own name if indicated on the Signature Certification and Authorization document)</p> <p><i>Buddy Lee, ASSISTANT COMMISSIONER</i> <i>11-14-18</i></p>	



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31701-20001-2	Edison ID 41038	Contract # N/A	Amendment # 2
Contractor Legal Entity Name Planview, Inc.			Edison Vendor ID 0000174063

Amendment Purpose & Effect(s)

The contract term is extended by two years. Further, there are two products now owned by the vendor that are currently in use in the State (LeanKit and PPM Pro) for which we are adding language and costing information that is directly related to the State's use of these two products. Additionally, the contract maximum is being increased to support the currently projected spending on all products used through the end of the extended contract term.

Amendment Changes Contract End Date: YES NO **End Date:** March 31, 2021

TOTAL Contract Amount INCREASE or DECREASE per this Amendment (zero if N/A): **\$ 3,150,000.00**

Funding —

FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	54,500.00				54,500.00
2015	1,091,712.88		151,000.00		1,242,712.88
2016	482,966.01				482,966.01
2017	727,695.57				727,695.57
2018	1,026,202.38				1,026,202.38
2019			1,014,577.00		1,014,577.00
2020	105,881.00	111,050.00	1,639,047.08		1,855,978.08
2021	126,172.40	159,357.60	1,459,838.08		1,745,368.08
TOTAL:	3,615,130.24	270,407.60	4,264,462.16		8,150,000.00

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.

CPO USE

Speed Chart (optional)

Account Code (optional)

**AMENDMENT 002
OF CONTRACT 41038**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Planview, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A.2. is deleted in its entirety and replaced with the following:

A.2. SaaS Services.

SaaS Services refers to the collection of online web-based business application software hosted and provided by the Contractor as described below.

Planview Enterprise One SaaS Services: The Contractor will provide the State with Planview Enterprise One, delivered as a comprehensive Software as a Service (SaaS) solution. There are three primary components within this collection:

- Planview Enterprise One – the portfolio and resource management solution that integrates planning and execution of a range of portfolios including investments, projects, applications, products and services.
- Analytics and Reporting Portal – includes all reporting assets, including but not limited to Reporting Services, Insight Analytics, Business Objects reporting, and the Outlook plug-in, and provides access to data sources within the Planview Enterprise One database and related data marts, the Business Objects universes, Insight Analytics OLAP cubes and In-memory tabular models (BISM).
- Planview Customer Success Center – includes enablement programs, best practices, education and social learning.

PPM Pro SaaS Services: The Contractor will provide the State with PPM Pro project portfolio management (PPM) and application portfolio management (APM), delivered as a comprehensive Software as a Service (SaaS) solution.

- "PPM" shall include Project Request Management, Project and Program Management, Portfolio Management, Resource Management, Financial Management, Analytics, and Prioritization.
- "APM" shall include Service Request Management, Application Management, and Application Portfolio Management.

LeanKit SaaS Services: The Contractor will provide the State with LeanKit, delivered as one or more comprehensive Software as a Service (SaaS) solutions.

The Contractor may update the content, functionality and user interface thereof with error corrections, improvements and other modifications from time to time at its discretion and at no additional cost to the State. The Contractor additionally will make available to the State the online user manuals, as updated from time to time, that describe the functions, operation, and use of the SaaS Services.

The Contractor will make the SaaS Services available to the State pursuant to the terms and conditions set forth in this Contract and any and all Statements of Work which may be executed hereunder from time to time (refer to section A.9. for further information regarding Statement of Work processing). During the term of this Contract, the SaaS Services will perform materially in accordance with the documentation, and the functionality of the SaaS Services will not be materially decreased from that available as of the beginning of the Contract Period.

Upon purchase of the user subscriptions for the SaaS Services, the Contractor grants the State a non-exclusive, non-transferable, non-sub-licensable, and terminable license to

access and use the SaaS Services, together with the documentation, solely for the State's internal business operations during the Contract Period. Such license to access and use the SaaS Services and the documentation will be granted on an annual basis, the anniversary of which will be each March 31st within the Contract Period. Payment for such services shall not be made any earlier than the dates contained in C.3.b.

The State will not (and will not allow any third party to) copy, modify, create a derivative work or, reverse engineer, disassemble, decompile, translate, discover any source code, modify the SaaS Services in any manner or form, or use unauthorized modified versions of the SaaS Services, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the SaaS Services.

All material and information, regardless of form, medium or method of communication, provided to the State by the Contractor or acquired by the State on behalf of the Contractor 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 State 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 State will not be in violation of this provision for disclosing information that it determines to be a public record subject to the provisions of Tennessee Code Annotated section 10-7-503 et seq.

The State will authorize certain employees, consultants, and contractors to use the SaaS Services by supplying them with user identifications and passwords (hereafter referred to as State Users). State User subscriptions to the SaaS Services cannot be shared or used by more than one user. State User subscriptions may be reassigned to new users replacing former users who no longer require ongoing use of the SaaS Services. Additional State User subscriptions can be added in increments as described section C.3.b. The term of the additional State User subscriptions will be coterminous with the expiration of the then current subscription term. Pricing for the additional State User subscriptions will be as defined in section C.3.b., prorated for the remainder of the then current subscription term.

2. Contract section A.3. is deleted in its entirety and replaced with the following:

A.3. SaaS Technical Environment.

1. The Contractor shall secure the SaaS technical environment from unauthorized access or exploits by employing all measures and controls deemed reasonable and appropriate by industry accepted best practices. Authorized access is limited to State Users and to those persons authorized by the Contractor for the purpose of carrying out work in support of this Contract. The SaaS technical environment includes that environment accessed by State Users for the purpose of making use of the SaaS Services and/or any physical or virtual location where State Data is stored.
2. State Data includes all pre-existing or electronic data or information submitted by the State in the process of making use of the SaaS Services. The Contractor shall protect State Data from breach.
3. The Contractor shall maintain the environment's compliance with applicable technology standards as documented in the Tennessee Technology Architecture – Standard Products document. Generally, applicable technology standards include, although not limited to, those standards related to:
 - a. the operating systems for the desktop and mobile devices used to access the SaaS technical environment,
 - b. the web browsers used to access the SaaS Services,

- c. the personal computing applications (E.G., Microsoft Word and Excel, Adobe Acrobat, etc.) used to prepare documents and other files to be saved in the SaaS technical environment, and
 - d. other technologies, the applicability of which arises as a result of the work conducted under a Statement of Work (E.G., identity federation).
4. The availability target for the SaaS Services is twenty-four (24) hours per day, seven (7) days per week (99.8% of the time, as measured monthly), excepting events outside of the Contractor's span of control or scheduled, announced pre-planned times of unavailability necessary for the Contractor to perform regularly scheduled maintenance. The Contractor shall notify the State of scheduled down time at least five (5) business days in advance of the event. For all unscheduled maintenance that will result in unavailability (I.E., not regularly scheduled maintenance), the Contractor shall make reasonable effort to notify the State at least five (5) business days in advance of the event. All reasonable effort shall be made by Contractor to schedule periods of unavailability (scheduled and unscheduled) during non-peak work hours (I.E., Monday through Friday, between 6:00 PM and 6:00 AM CST/CDT or on weekends).

3. The following is added as Contract section A.10.

A.10. PPM Pro Integration Connector for Zendesk. The Contractor shall provide an access link allowing integration to the State's existing customer service and performance management software through use of the PPM Pro Integration Connector for Zendesk. Upon purchase of the PPM Pro Integration Connector for Zendesk, the Contractor grants the State a non-exclusive, non-transferable, non-sub-licensable, and terminable license to access and use the PPM Pro Integration Connector for Zendesk, together with the documentation, solely for the State's internal business operations during the Contract Period. Such license to access and use the PPM Pro Integration Connector for Zendesk and the documentation will be granted on an annual basis, the anniversary of which will be each March 31st within the Contract Period. Payment for such services shall be as defined in C.3.b.

4. Contract section B. is deleted in its entirety and replaced with the following:

B. TERM OF CONTRACT:

This Contract shall be effective on March 31, 2014 ("Effective Date") and extend for a period of eighty-four (84) months and one (1) day after the Effective Date ("Term"). The State shall have no obligation for goods or services provided by the Contractor prior to the Effective Date.

5. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed eight million one hundred and fifty thousand dollars (\$8,150,000). 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.

6. Contract section C.3. is deleted in its entirety and replaced with the following:

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:

Service Description	Amount (per compensable increment)
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2014	697,865.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2015	348,933.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2016	348,933.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2017	479,201.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2018	493,577.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2019	528,127.00
Planview Enterprise One SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2020	554,534.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	35,400.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	36,462.00

Service Description	Amount (per compensable increment)
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to March 31, 2019.	37,556.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2019 and prior to March 31, 2020.	40,195.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2020 and prior to contract termination date.	42,205.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	162,000.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	166,860.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to March 31, 2019.	171,866.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2019 and prior to March 31, 2020.	183,897.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2020 and prior to contract termination date.	193,091.00

Service Description	Amount (per compensable increment)
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	588,000.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	605,640.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to March 31, 2019.	623,809.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2019 and prior to March 31, 2020.	667,476.00
Planview Enterprise One SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2020 and prior to contract termination date.	700,849.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users 100 or greater, up to 1,000.	40,000.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 1,000, up to 2,000.	65,000.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 2,000, up to 5,000.	90,000.00
Planview Technical Environment Set-up Fee. One time upon initial access as described in Section A.5.	25,000.00
Planview OpenSuite Platform Fee. One time upon initial access as described in Section A.5.	10,000.00

Service Description	Amount (per compensable increment)
Planview SnapLogic Platform Fee. Per year per application to or from which one or more integrations is in use, coterminous with the expiration of and payable concurrently with the then current Planview SaaS subscription term, prorated for the remainder of the then current Planview SaaS subscription term and as further described in Section A.7.	10,000.00
Planview SnapLogic Service Fee. One time per integration involving time and labor export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	10,000.00
Planview SnapLogic Service Fee. One time per integration involving other financial related data export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	25,000.00
Planview SnapLogic Service Fee. One time per integration involving time and labor or other financial related data import to Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	40,000.00
Planview SnapLogic Service Fee. One time per integration involving work and resource management data import to or export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	5,000.00
Planview Odata Connector. Per year, coterminous with the expiration of and payable concurrently with the then current Planview Enterprise One SaaS Services subscription term.	10,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	19,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	32,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00

Service Description	Amount (per compensable increment)
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	18,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	30,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00
Training Services as described in Section A.6. On Site per day. March 31, 2014 through March 30, 2015	2,550.00
Training Services as described in Section A.6. On Site per day. March 31, 2015 through March 30, 2016	2,601.00
Training Services as described in Section A.6. On Site per day. March 31, 2016 through March 30, 2017	2,653.00
Training Services as described in Section A.6. On Site per day. March 31, 2017 through March 30, 2018	2,706.00
Training Services as described in Section A.6. On Site per day. March 31, 2018 through March 30, 2019	2,760.00
Training Services as described in Section A.6. On Site per day. March 31, 2019 through March 30, 2020	2,815.00
Training Services as described in Section A.6. On Site per day. March 31, 2020 through March 31, 2021	2,872.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2014 through March 30, 2015	225.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2015 through March 30, 2016	230.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2016 through March 30, 2017	235.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2017 through March 30, 2018	240.00

Service Description	Amount (per compensable increment)
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2018 through March 30, 2019	245.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2019 through March 30, 2020	250.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2020 through March 31, 2021	255.00
Training Materials. Editable, electronic copy for the version implemented, with full rights to edit and copy as described in Section A.6.	50,000.00
PPM Pro SaaS Services based on profile of 150 PPM Pro Portfolio Manager users and 1 PPM Pro Requestor user, and as described in Section A.2. Payable no earlier than July 31, 2019.	89,270.00
PPM Pro SaaS Services based on profile of 150 PPM Pro Portfolio Manager users and 1 PPM Pro Requestor user, and as described in Section A.2. Payable no earlier than July 31, 2020.	91,948.00
PPM Pro SaaS Services based on profile of 100 PPM Pro Portfolio Manager users and 1 PPM Pro Requestor user, and as described in Section A.2. Payable no earlier than July 31, 2020.	61,298.00
PPM Pro SaaS Services - Additional Users. Per block of 10 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	5,778.00
PPM Pro SaaS Services - Additional Users. Per block of 10 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	5,951.00
PPM Pro SaaS Services - Additional Users. Per block of 25 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	13,867.00
PPM Pro SaaS Services - Additional Users. Per block of 25 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	14,283.00

Service Description	Amount (per compensable increment)
PPM Pro SaaS Services - Additional Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	26,579.00
PPM Pro SaaS Services - Additional Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	27,376.00
PPM Pro Integration Connector for Zendesk. Per year, coterminous with the expiration of and payable concurrently with the then current PPM Pro SaaS Services subscription term, and as further described in Section A.10.	9,500.00
LeanKit SaaS Services based on profile of 140 users for SolutionsTN, and as described in Section A.2. Payable no earlier than July 31, 2019.	48,720.00
LeanKit SaaS Services based on profile of 140 users for SolutionsTN, and as described in Section A.2. Payable no earlier than July 31, 2020,	50,182.00
LeanKit SaaS Services based on profile of 150 users for TNTreasury, and as described in Section A.2. Payable no earlier than July 31, 2019.	52,200.00
LeanKit SaaS Services based on profile of 150 users for TNTreasury, and as described in Section A.2. Payable no earlier than July 31, 2020,	53,766.00
LeanKit SaaS Services – Additional Users. Per block of 10 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	3,480.00
LeanKit SaaS Services – Additional Users. Per block of 10 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	3,584.00
LeanKit SaaS Services – Additional Users. Per block of 25 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	8,700.00
LeanKit SaaS Services – Additional Users. Per block of 25 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	8,961.00

Service Description	Amount (per compensable increment)
LeanKit SaaS Services – Additional Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	16,878.00
LeanKit SaaS Services – Additional Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	17,348.00
LeanKit SaaS Services – Additional Users. Per block of 200 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2019 and prior to April 1, 2020.	66,120.00
LeanKit SaaS Services – Additional Users. Per block of 200 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 31, 2020 and prior to contract termination.	68,104.00
LeanKit Scaler. For integration between LeanKit and one other work management / agile application where the total number of licenses across LeanKit and the other application is 250 or less. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	30,000.00
LeanKit Scaler. For integration between LeanKit and each additional other work management / agile application where the total number of licenses across LeanKit and the other application is 250 or less. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	5,000.00
LeanKit Scaler. For integration between LeanKit and one other work management / agile application where the total number of licenses across LeanKit and the other application is between 251 – 1,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	45,000.00
LeanKit Scaler. For integration between LeanKit and each additional other work management / agile application where the total number of licenses across LeanKit and the other application is between 251 – 1,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	7,500.00

Service Description	Amount (per compensable increment)
LeanKit Scaler. For integration between LeanKit and one other work management / agile application where the total number of licenses across LeanKit and the other application is between 1,001 – 2,500. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	75,000.00
LeanKit Scaler. For integration between LeanKit and each additional other work management / agile application where the total number of licenses across LeanKit and the other application is between 1,001 – 2,500. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	12,500.00
LeanKit Scaler. For integration between LeanKit and one other work management / agile application where the total number of licenses across LeanKit and the other application is between 2,501 – 5,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	150,000.00
LeanKit Scaler. For integration between LeanKit and each additional other work management / agile application where the total number of licenses across LeanKit and the other application is between 2,501 – 5,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	18,750.00
LeanKit Scaler. For integration between LeanKit and one other work management / agile application where the total number of licenses across LeanKit and the other application is greater than 5,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	200,000.00
LeanKit Scaler. For integration between LeanKit and each additional other work management / agile application where the total number of licenses across LeanKit and the other application is greater than 5,000. Per year, coterminous with the expiration of and payable concurrently with the then current LeanKit SaaS Services subscription term.	25,000.00

- c. The Contractor shall be compensated for changes requested and performed pursuant to section A.9., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said section A.9., provided that compensation to the Contractor for all such “changes” shall not exceed five hundred seventy thousand and five hundred dollars (\$570,500). If, at any point during the Contract period, the State determines that the cost of necessary “changes” would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2014 through March 30, 2015	2,250.00

Service Description	Amount (per compensable increment)
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2015 through March 30, 2016	2,295.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2016 through March 30, 2017	2,341.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2017 through March 30, 2018	2,388.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2018 through March 30, 2019	2,436.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2019 through March 30, 2020	2,485.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2020 through March 31, 2021	2,534.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2014 through March 30, 2015	1,950.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2015 through March 30, 2016	1,989.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2016 through March 30, 2017	2,029.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2017 through March 30, 2018	2,070.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2018 through March 30, 2019	2,112.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2019 through March 30, 2020	2,154.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2020 through March 31, 2021	2,197.00

- d. The Contractor shall not be compensated for travel time to the primary location of service provision.
- e. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

7. Contract section E.16. is deleted in its entirety.
8. The following is added as Contract section E.19.

E.19. Contractor Hosted Services Confidential Data, Audit and Other Requirements.

- a. "Confidential State Data" is defined as data deemed confidential by State or Federal statute or regulation. The Contractor shall protect Confidential State Data as follows:
 - (1) The Contractor shall ensure that all Confidential State Data is housed in the continental United States, inclusive of backup data.
 - (2) The Contractor shall encrypt Confidential State Data at rest and in transit using the current version of Federal Information Processing Standard ("FIPS") 140-2 validated encryption technologies.
 - (3) The Contractor and the Contractor's processing environment containing Confidential State Data shall either (1) be in accordance with at least one of the following security standards: (i) International Standards Organization ("ISO") 27001; (ii) Federal Risk and Authorization Management Program ("FedRAMP"); or (2) be subject to an annual engagement by a CPA firm in accordance with the standards of the American Institute of Certified Public Accountants ("AICPA") for a System and Organization Controls for service organizations ("SOC") Type II audit. The State shall approve the SOC audit control objectives. The Contractor shall provide proof of current ISO certification or FedRAMP authorization for the Contractor and Subcontractor(s), or provide the State with the Contractor's and Subcontractor's annual SOC Type II audit report within 30 days from when the CPA firm provides the audit report to the Contractor or Subcontractor. The Contractor shall submit corrective action plans to the State for any issues included in the audit report within 30 days after the CPA firm provides the audit report to the Contractor or Subcontractor.

If the scope of the most recent SOC audit report does not include all of the current State fiscal year, upon request from the State, the Contractor must provide to the State a letter from the Contractor or Subcontractor stating whether the Contractor or Subcontractor made any material changes to their control environment since the prior audit and, if so, whether the changes, in the opinion of the Contractor or Subcontractor, would negatively affect the auditor's opinion in the most recent audit report.

No additional funding shall be allocated for these certifications, authorizations, or audits as these are included in the Maximum Liability of this Contract.

- (4) The Contractor must annually perform Penetration Tests and Vulnerability Assessments against its Processing Environment. "Processing Environment" shall mean the combination of software and hardware on which the Application runs. "Application" shall mean the computer code that supports and accomplishes the State's requirements as set forth in this Contract. "Penetration Tests" shall be in the form of attacks on the Contractor's computer system, with the purpose of discovering security weaknesses which have the potential to gain access to the Processing Environment's features and data. The "Vulnerability Assessment" shall be designed and executed to define, identify, and classify the security holes (vulnerabilities) in the Processing Environment. The Contractor shall allow the State, at its

option, to perform Penetration Tests and Vulnerability Assessments on the Processing Environment.

- (5) Upon State request, the Contractor shall provide a copy of all Confidential State Data it holds. The Contractor shall provide such data on media and in a format determined by the State.
- (6) Upon termination of this Contract and in consultation with the State, the Contractor shall destroy all Confidential State Data it holds (including any copies such as backups) in accordance with the current version of National Institute of Standards and Technology (“NIST”) Special Publication 800-88. The Contractor shall provide a written confirmation of destruction to the State within ten (10) business days after destruction.

b. Minimum Requirements

- (1) The Contractor and all data centers used by the Contractor to host State data, including those of all Subcontractors, must comply with the State’s Enterprise Information Security Policies as amended periodically. The State’s Enterprise Information Security Policies document is found at the following URL:
<https://www.tn.gov/content/dam/tn/finance/documents/Enterprise-Information-Security-Policies-ISO-27002-Public.pdf>
- (2) The Contractor agrees to maintain the Application so that it will run on a current, manufacturer-supported Operating System. “Operating System” shall mean the software that supports a computer’s basic functions, such as scheduling tasks, executing applications, and controlling peripherals.
- (3) If the Application requires middleware or database software, Contractor shall maintain middleware and database software versions that are at all times fully compatible with current versions of the Operating System and Application to ensure that security vulnerabilities are not introduced.

c. Comptroller Audit Requirements

Upon reasonable notice but no more than one (1) time per year, the Contractor agrees to allow the State, the Comptroller of the Treasury, or their duly appointed representatives to perform information technology control audits of the Contractor. Contractor will maintain a complete audit trail of all transactions and activities in connection with this Contract. Contractor will provide to the State, the Comptroller of the Treasury, or their duly appointed representatives access to Contractor personnel for the purpose of performing the information technology control audit.

The information technology control audit may include a review of general controls and application controls. General controls are the policies and procedures that apply to all or a large segment of the Contractor’s information systems and applications and include controls over security management, access controls, configuration management, segregation of duties, and contingency planning. Application controls are directly related to the application and help ensure that transactions are complete, accurate, valid, confidential, and available. The audit shall include the Contractor’s compliance with the State’s Enterprise Information Security Policies and all applicable requirements, laws, regulations or policies.

The audit may include interviews with technical and management personnel, physical inspection of controls, and review of paper or electronic documentation. The Parties shall use their best efforts to limit an on-site audit to less than two (2) business days and shall work together to minimize the impact to Contractor's standard business operations.

For any audit issues identified, the Contractor shall provide a corrective action plan to the State within 30 days from the Contractor receiving the audit report.

Each party shall bear its own expenses incurred while conducting the information technology controls audit.

- d. Business Continuity Requirements. The Contractor shall maintain set(s) of documents, instructions, and procedures which enable the Contractor to respond to accidents, disasters, emergencies, or threats without any stoppage or hindrance in its key operations ("Business Continuity Requirements"). Business Continuity Requirements shall include:
- (1) "Disaster Recovery Capabilities" refer to the actions the Contractor takes to meet the Recovery Point and Recovery Time Objectives defined below. Disaster Recovery Capabilities shall meet the following objectives:
 - i. Recovery Point Objective ("RPO"). The RPO is defined as the maximum targeted period in which data might be lost from an IT service due to a major incident: four (4) hours.
 - ii. Recovery Time Objective ("RTO"). The RTO is defined as the targeted duration of time and a service level within which a business process must be restored after a disaster (or disruption) in order to avoid unacceptable consequences associated with a break in business continuity: Seventy-two (72) hours.
 - (2) The Contractor and the Subcontractor (s) shall perform at least one Disaster Recovery Test every three hundred sixty-five (365) days. A "Disaster Recovery Test" shall mean the process of verifying the success of the restoration procedures that are executed after a critical IT failure or disruption occurs. The Disaster Recovery Test shall use actual State Data Sets that mirror production data, and success shall be defined as the Contractor verifying that the Contractor can meet the State's RPO and RTO requirements. A "Data Set" is defined as a collection of related sets of information that is composed of separate elements but can be manipulated as a unit by a computer. The Contractor shall provide written confirmation to the State after each Disaster Recovery Test that its Disaster Recovery Capabilities meet the RPO and RTO requirements.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective once all required approvals are obtained. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Planview, Inc.:

SIGNATURE

DATE

PRINTED NAME AND TITLE OF SIGNATORY (above)

Department of Finance and Administration:

Larry B. Martin, Commissioner

DATE



CONTRACT AMENDMENT COVER SHEET

Agency Tracking # 31701-20001-1	Edison ID 41038	Contract # N/A	Amendment # 1		
Contractor Legal Entity Name Planview, Inc.			Edison Vendor ID 0000174063		
Amendment Purpose & Effect(s) The purpose of this amendment is to increase the contract maximum to support the currently projected spending through the end of the contract term and to add language to enable the State to leverage other products and services offered by the Contractor that are needed and within the Scope but were not included in the original Contract.					
Amendment Changes Contract End Date: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO		End Date: March 30, 2019			
TOTAL Contract Amount INCREASE or DECREASE <u>per this Amendment</u> (zero if N/A):			\$ 1,250,000.00		
Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	54,500.00				54,500.00
2015	1,091,712.88		151,000.00		1,242,712.88
2016	482,966.01				482,966.01
2017	727,695.57				727,695.57
2018	1,213,336.94				1,213,336.94
2019			1,278,788.60		1,278,788.60
TOTAL:	3,570,211.40		1,429,788.60		5,000,000.00
American Recovery and Reinvestment Act (ARRA) Funding: <input type="checkbox"/> YES <input checked="" type="checkbox"/> NO					
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>CPO USE</i>		
Veronica Coleman <small>Digitally signed by Veronica Coleman DN: cn=Veronica Coleman, o=Department of Finance & Administration, ou=Fiscal Director, email=Veronica.L.Coleman@tn.gov, c=US Date: 2017.11.09 13:53:51 -06'00'</small>					
Speed Chart (optional)		Account Code (optional)			

**AMENDMENT 001
OF CONTRACT 41038**

This Amendment is made and entered by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the "State" and Planview, Inc., hereinafter referred to as the "Contractor." For good and valuable consideration, the sufficiency of which is hereby acknowledged, it is mutually understood and agreed by and between said, undersigned contracting parties that the subject contract is hereby amended as follows:

1. Contract section A. 1. is deleted in its entirety and replaced with the following:
 - A.1. The Contractor shall provide all service and deliverables as required, described, and detailed in this Section A - Scope of Services or otherwise described in the Attachments attached to and incorporated into this Contract and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Contract.

The Parties may add, delete, or update the services throughout the Term without a contract amendment as set forth in Section E.17 of this Contract.

2. Contract section A. 3. is deleted in its entirety and replaced with the following:
 - A.3. Planview Technical Environment.
 1. The Contractor shall secure the Planview technical environment from unauthorized access or exploits by employing all measures and controls deemed reasonable and appropriate by industry accepted best practices. Authorized access is limited to State Users and to those persons authorized by the Contractor for the purpose of carrying out work in support of this Contract. The Planview technical environment includes that environment accessed by State Users for the purpose of making use of the Planview SaaS Services, and/or any physical or virtual location where State Data is stored.
 2. State Data includes all pre-existing or electronic data or information submitted by the State in the process of making use of the Planview SaaS Services. The Contractor shall protect State Data from breach as follows:
 - a. The Contractor shall ensure that all State data, including but not limited to data stored in databases and data backups, is housed only on-shore within the United States of America.
 - b. The Contractor shall encrypt confidential State data at rest in accordance with Federal Information Processing Standard (FIPS) 140-2 validated encryption technologies.
 - c. The Contractor shall encrypt confidential State data in transit using Transport Layer Security (TLS) 1.1 or higher or in accordance with FIPS 140-2 validated encryption technologies.
 - d. The Contractor shall maintain third party security management certification to International Standards Organization (ISO) 27001, Federal Risk and Authorization Management Program (FedRAMP), or American Institute of Certified Public Accountants (AICPA) Service Organization Controls (SOC) 2 Type II requirements. The Contractor shall provide proof of current certification annually or upon State request.
 3. The Contractor shall maintain the environment's compliance with applicable technology standards as documented in the Tennessee Technology Architecture – Standard Products document. Generally, applicable technology standards include, although not limited to, those standards related to:
 - the operating systems for the desktop and mobile devices used to access the Planview technical environment,

- the web browsers used to access the Planview SaaS Services,
 - the personal computing applications (E.G., Microsoft Word and Excel, Adobe Acrobat, etc.) used to prepare documents and other files to be saved in the Planview technical environment, and
 - other technologies, the applicability of which arises as a result of the work conducted under a Statement of Work (E.G., identity federation).
4. The availability target for the Planview SaaS Services is twenty-four (24) hours per day, seven (7) days per week (99.8% of the time, as measured monthly), excepting events outside of the Contractor's span of control or scheduled, announced pre-planned times of unavailability necessary for the Contractor to perform regularly scheduled maintenance. The Contractor shall notify the State of scheduled down time at least five (5) business days in advance of the event. For all unscheduled maintenance that will result in unavailability (I.E., not regularly scheduled maintenance), the Contractor shall make reasonable effort to notify the State at least five (5) business days in advance of the event. All reasonable effort shall be made by Contractor to schedule periods of unavailability (scheduled and unscheduled) during non-peak work hours (I.E., Monday through Friday, between 6:00 PM and 6:00 AM CST/CDT or on weekends).
5. The Contractor shall support business continuity as follows:
- a. The Contractor shall provide disaster recovery capabilities that meet the following objectives:
 - i. Recovery Point Objective (RPO): twenty-four (24) hours prior to the disrupting event.
 - ii. Recovery Time Objective (RTO): Forty-eight (48) hours from the disrupting event.
 - b. The Contractor shall perform at least one disaster recovery test annually. The Contractor shall confirm to the State in writing that, per the test, its disaster recovery capabilities meet the contractual objectives above.
6. Upon State request, the contractor shall provide a copy of the State data it holds. The contractor shall provide such data on media and in a format determined by the State.
7. Upon termination of this contract and in consultation with the State, the contractor shall destroy all confidential State data it holds (including any copies such as backups) in accordance with National Institute of Standards and Technology (NIST) Special Publication 800-88 Revision 1. The contractor shall provide a written confirmation of destruction to the State.
3. Contract section A. 7. is deleted in its entirety and replaced with the following:
- A.7. Integration and Migration Services. The Contractor shall provide assistance to the State to accomplish the integration of the applicable component of the Planview technical environment with other State owned technology assets, up to and including, but not limited to the following:
- PeopleSoft HCM and FSCM, as implemented by the State (known as Edison) for the purpose of integrating project staff time reporting and project expenditure reporting;
 - Microsoft SharePoint and IBM FileNet for the purpose of utilizing these environments as supplemental document repository and work flow management;
 - ServiceNow for the purpose of integrating demand and change management;
 - Active Directory for the purpose of implementing identity federation.

The integration platform, Planview SnapLogic, shall be provided by the Contractor as Infrastructure as a Service (IaaS). The use of this platform is subject to an annual IaaS platform fee for each application to or from which one or more integrations is in use. The term of the IaaS platform fees will be coterminous with the expiration of the then current Planview SaaS subscription term. Pricing for the IaaS platform fee will be as defined in section C.3.b., prorated for the remainder of the then current Planview SaaS subscription term.

Categories have been defined by the Contractor for commonly used integrations:

- Export time and labor data from Planview
- Export other financial related data from Planview
- Import time and labor or other financial related data to Planview
- Import or export work and resource management data

The Contractor will develop any of these commonly used integrations for a fixed service fee. Service fee pricing for the development of these commonly used integrations will be as defined in section C.3.b.

Further, at such time as may be beneficial to the State, and given that the Contractor continues to offer support for an on premises platform, the Contractor shall provide assistance to the State to migrate the installation of Planview Enterprise, and other applicable Planview components to the State's technical environment.

Specification and delivery of integration and migration services will be requested and accomplished through the execution of a Statement of Work as described in section A.9.

4. Contract section C.1. is deleted in its entirety and replaced with the following:

C.1. Maximum Liability. In no event shall the maximum liability of the State under this Contract exceed five million dollars (\$5,000,000). 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.

5. Contract section C.3. is deleted in its entirety and replaced with the following:

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:

Service Description	Amount (per compensable increment)
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2014	697,865.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2015	348,933.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2016	348,933.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2017	479,201.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2018	493,577.00
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	35,400.00
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	36,462.00
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	37,556.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	162,000.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	166,860.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	171,866.00

Service Description	Amount (per compensable increment)
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	588,000.00
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	605,640.00
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	623,809.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users 100 or greater, up to 1,000.	40,000.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 1,000, up to 2,000.	65,000.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 2,000, up to 5,000.	90,000.00
Planview Technical Environment Set-up Fee. One time upon initial access as described in Section A.5.	25,000.00
Planview OpenSuite Platform Fee. One time upon initial access as described in Section A.5.	10,000.00
Planview SnapLogic Platform Fee. Per year per application to or from which one or more integrations is in use, coterminous with the expiration of and payable concurrently with the then current Planview SaaS subscription term, prorated for the remainder of the then current Planview SaaS subscription term and as further described in Section A.7.	10,000.00
Planview SnapLogic Service Fee. One time per integration involving time and labor export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	10,000.00

Service Description	Amount (per compensable increment)
Planview SnapLogic Service Fee. One time per integration involving other financial related data export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	25,000.00
Planview SnapLogic Service Fee. One time per integration involving time and labor or other financial related data import to Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	40,000.00
Planview SnapLogic Service Fee. One time per integration involving work and resource management data import to or export from Planview as further described in Section A.7. Fifty percent (50%) payable upon initiation of specification and development with balance payable upon acceptance of delivered integration.	5,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	19,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	32,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	18,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00

Service Description	Amount (per compensable increment)
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	30,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00
Training Services as described in Section A.6. On Site per day. March 31, 2014 through March 30, 2015	2,550.00
Training Services as described in Section A.6. On Site per day. March 31, 2015 through March 30, 2016	2,601.00
Training Services as described in Section A.6. On Site per day. March 31, 2016 through March 30, 2017	2,653.00
Training Services as described in Section A.6. On Site per day. March 31, 2017 through March 30, 2018	2,706.00
Training Services as described in Section A.6. On Site per day. March 31, 2018 through March 30, 2019	2,760.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2014 through March 30, 2015	225.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2015 through March 30, 2016	230.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2016 through March 30, 2017	235.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2017 through March 30, 2018	240.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2018 through March 30, 2019	245.00
Training Materials. Editable, electronic copy for the version implemented, with full rights to edit and copy as described in Section A.6.	50,000.00

- c. The Contractor shall be compensated for changes requested and performed pursuant to section A.9., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said section A.9., provided that compensation to the Contractor for all such "changes" shall not exceed three hundred fifty thousand dollars (\$350,000). If, at any point during the Contract period, the State determines that the cost of necessary "changes" would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2014 through March 30, 2015	2,250.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2015 through March 30, 2016	2,295.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2016 through March 30, 2017	2,341.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2017 through March 30, 2018	2,388.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2018 through March 30, 2019	2,436.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2014 through March 30, 2015	1,950.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2015 through March 30, 2016	1,989.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2016 through March 30, 2017	2,029.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2017 through March 30, 2018	2,070.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2018 through March 30, 2019	2,112.00

- d. The Contractor shall not be compensated for travel time to the primary location of service provision.
- e. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

6. Contract section C. 5. is deleted in its entirety and replaced with the following:

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

Deborah C. Knox, Project Controller
Department of Finance and Administration
901 5th Avenue North
Nashville, TN 37243

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 Finance & Administration, Strategic Technology Solutions
- (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:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. 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.

7. Contract section E. 2. is deleted in its entirety and replaced with the following:

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:

Deborah C. Knox, Project Controller
Department of Finance and Administration
901 5th Avenue North
Nashville, TN 37243
Debbie.C.Knox@tn.gov
Telephone # (615) 741-4099

The Contractor:

Eric Hurley, Vice President, Legal Affairs
Planview, Inc.
12301 Research Boulevard
Research Park Plaza V, Suite 101
Austin, Texas 78759
EHurley@Planview.com
Telephone # (512) 349-8268

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

8. The following is added as Contract section D. 22.

D. 22. Patient Protection and Affordable Care Act. The Contractor agrees that it will be responsible for compliance with the Patient Protection and Affordable Care Act ("PPACA") with respect to itself and its employees, including any obligation to report health insurance coverage, provide health insurance coverage, or pay any financial assessment, tax, or penalty for not providing health insurance. The Contractor shall indemnify the State and hold it harmless for any costs to the State arising from Contractor's failure to fulfill its PPACA responsibilities for itself or its employees.

9. The following is added as Contract section D. 23.

D. 23. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons as defined at T.C.A. §12-12-103(5) that engage in investment activities in Iran, shall be a material provision of this Contract. The Contractor certifies, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

10. The following is added as Contract section E. 17.

E. 17. Additional lines, items, or options. At its sole discretion, the State may make written requests to the Contractor to add lines, items, or options that are needed and within the Scope but were not included in the original Contract. Such lines, items, or options will be added to the Contract through a Memorandum of Understanding ("MOU"), not an amendment.

a. After the Contractor receives a written request to add lines, items, or options, the Contractor shall have ten (10) business days to respond with a written proposal. The Contractor's written proposal shall include:

- (1) The effect, if any, of adding the lines, items, or options on the other goods or services required under the Contract;
- (2) Any pricing related to the new lines, items, or options;

- (3) The expected effective date for the availability of the new lines, items, or options; and
 - (4) Any additional information requested by the State.
- b. The State may negotiate the terms of the Contractor's proposal by requesting revisions to the proposal.
 - c. To indicate acceptance of a proposal, the State will sign it. The signed proposal shall constitute a MOU between the Parties, and the lines, items, or options shall be incorporated into the Contract as if set forth verbatim.
- Only after a MOU has been executed shall the Contractor perform or deliver the new lines, items, or options.

11. The following is added as Contract section E. 18.

E.18. Personally Identifiable Information. While performing its obligations under this Contract, Contractor may have access to Personally Identifiable Information held by the State ("PII"). For the purposes of this Contract, "PII" includes "Nonpublic Personal Information" as that term is defined in Title V of the Gramm-Leach-Bliley Act of 1999 or any successor federal statute, and the rules and regulations thereunder, all as may be amended or supplemented from time to time ("GLBA") and personally identifiable information and other data protected under any other applicable laws, rule or regulation of any jurisdiction relating to disclosure or use of personal information ("Privacy Laws"). Contractor agrees it shall not do or omit to do anything which would cause the State to be in breach of any Privacy Laws. Contractor shall, and shall cause its employees, agents and representatives to: (i) keep PII confidential and may use and disclose PII only as necessary to carry out those specific aspects of the purpose for which the PII was disclosed to Contractor and in accordance with this Contract, GLBA and Privacy Laws; and (ii) implement and maintain appropriate technical and organizational measures regarding information security to: (A) ensure the security and confidentiality of PII; (B) protect against any threats or hazards to the security or integrity of PII; and (C) prevent unauthorized access to or use of PII. Contractor shall immediately notify State: (1) of any disclosure or use of any PII by Contractor or any of its employees, agents and representatives in breach of this Contract; and (2) of any disclosure of any PII to Contractor or its employees, agents and representatives where the purpose of such disclosure is not known to Contractor or its employees, agents and representatives. The State reserves the right to review Contractor's policies and procedures used to maintain the security and confidentiality of PII and Contractor shall, and cause its employees, agents and representatives to, comply with all reasonable requests or directions from the State to enable the State to verify and/or procure that Contractor is in full compliance with its obligations under this Contract in relation to PII. Upon termination or expiration of the Contract or at the State's direction at any time in its sole discretion, whichever is earlier, Contractor shall immediately return to the State any and all PII which it has received under this Contract and shall destroy all records of such PII.

The Contractor shall report to the State any instances of unauthorized access to or potential disclosure of PII in the custody or control of Contractor ("Unauthorized Disclosure") that come to the Contractor's attention. Any such report shall be made by the Contractor within twenty-four (24) hours after the Unauthorized Disclosure has come to the attention of the Contractor. Contractor shall take all necessary measures to halt any further Unauthorized Disclosures. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals whose PII was affected by the Unauthorized Disclosure. The Contractor shall bear the cost of notification to all individuals affected by the Unauthorized Disclosure, including individual letters and public notice. The remedies set forth in this Section are not exclusive and are in addition to any claims or remedies available to this State under this Contract or otherwise available at law.

Required Approvals. The State is not bound by this Amendment 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).

Amendment Effective Date. The revisions set forth herein shall be effective October 31, 2017. All other terms and conditions of this Contract not expressly amended herein shall remain in full force and effect.

IN WITNESS WHEREOF,

Planview, Inc.:

DocuSigned by: <i>Eric S. Hurley</i>	November 8, 2017
SIGNATURE	DATE
Eric S. Hurley	VP, Legal Affairs
PRINTED NAME AND TITLE OF SIGNATORY (above)	

Department of Finance and Administration:

<i>Larry B. Martin</i>	<i>11-9-17</i>
Larry B. Martin, Commissioner	DATE



CONTRACT

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

Begin Date March 31, 2014	End Date March 30, 2019	Agency Tracking # 31701-20001	Edison Record ID 00000000000000000041038
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Contractor Legal Entity Name Planview, Inc.	Edison Vendor ID 0000174063
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Service Caption (one line only)
Planview SaaS (Software as a Service) and Consulting Services.

Subrecipient or Vendor <input type="checkbox"/> Subrecipient <input checked="" type="checkbox"/> Vendor	CFDA #
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Funding —					
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2014	200,000				200,000
2015	1,071,356				1,071,356
2016	550,933				550,933
2017	550,933				550,933
2018	681,201				681,201
2019	695,577				695,577
TOTAL:	3,750,000				3,750,000

American Recovery and Reinvestment Act (ARRA) Funding: YES NO

Ownership/Control

African American Asian Hispanic Native American Female

Person w/Disability Small Business Government NOT Minority/Disadvantaged

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.	OCR USE - FA

Speed Chart (optional)	Account Code (optional)
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**CONTRACT
BETWEEN THE STATE OF TENNESSEE,
DEPARTMENT OF FINANCE AND ADMINISTRATION
AND
PLANVIEW, INC.**

This Contract, by and between the State of Tennessee, Department of Finance and Administration, hereinafter referred to as the 'State' and Planview, Inc., hereinafter referred to as the "Contractor," is for the provision of Planview SaaS (Software as a Service) and Consulting Services, as further defined in the "SCOPE OF SERVICES."

The Contractor is a For-Profit Corporation.

Contractor Place of Incorporation or Organization: Austin, Texas

Contractor Edison Registration ID # 0000012084

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. Planview SaaS Services. Planview SaaS Services refers to the collection of online web-based business application software hosted and provided by the Contractor.

There are three primary components within this collection:

- Planview Enterprise – the portfolio and resource management solution that integrates planning and execution of a range of portfolios including investments, projects, applications, products and services.
- Analytics and Reporting Portal – includes all reporting assets, including but not limited to Reporting Services, Insight Analytics, Business Objects reporting, and the Outlook plug-in, and provides access to data sources within the Planview Enterprise database and related data marts, the Business Objects universes, Insight Analytics OLAP cubes and In-memory tabular models (BISM).
- Planview PRISMS – includes enablement programs, best practices, education and social learning.

The Contractor may update the content, functionality and user interface thereof with error corrections, improvements and other modifications from time to time at its discretion and at no additional cost to the State. The Contractor additionally will make available to the State the online user manuals, as updated from time to time, that describe the functions, operation, and use of the Planview SaaS Services.

The Contractor will make the Planview SaaS Services available to the State pursuant to the terms and conditions set forth in this Contract and any and all Statements of Work which may be executed hereunder from time to time (refer to section A.9. for further information regarding Statement of Work processing). During the term of this Contract, the Planview SaaS Services will perform materially in accordance with the documentation, and the functionality of the Planview SaaS Services will not be materially decreased from that available as of the beginning of the Contract Period.

Upon purchase of the enterprise user subscriptions for the Planview SaaS Services, the Contractor grants the State a non-exclusive, non-transferable, non-sub-licensable, and terminable license to access and use the Planview SaaS Services, together with the documentation, solely for the State's internal business operations during the Contract Period. Such license to access and use the Planview SaaS Services and the documentation will be granted on an annual basis, the anniversary of which will be each March 31st within the Contract Period. Payment for such services shall not be made any earlier than the dates contained in C.3.b.

The State will not (and will not allow any third party to) copy, modify, create a derivative work or, reverse engineer, disassemble, decompile, translate, discover any source code, modify the Planview SaaS Services in any manner or form, or use unauthorized modified versions of the

Planview SaaS Services, including for the purpose of building a similar or competitive product or service or for the purpose of obtaining unauthorized access to the Planview SaaS Services.

All material and information, regardless of form, medium or method of communication, provided to the State by the Contractor or acquired by the State on behalf of the Contractor 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 State 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 State will not be in violation of this provision for disclosing information that it determines to be a public record subject to the provisions of Tennessee Code Annotated section 10-7-503 et seq.

The State will authorize certain employees, consultants, and contractors to use the Planview SaaS Services by supplying them with user identifications and passwords (hereafter referred to as State Users). State User subscriptions to the Planview SaaS Services cannot be shared or used by more than one user. State User subscriptions may be reassigned to new users replacing former users who no longer require ongoing use of the Planview SaaS Services. Additional State User subscriptions can be added in increments as described section C.3.b. The term of the additional State User subscriptions will be coterminous with the expiration of the then current subscription term. Pricing for the additional State User subscriptions will be as defined in section C.3.b., prorated for the remainder of the then current subscription term.

A.3. Planview Technical Environment. The Contractor is responsible for securing the Planview technical environment from unauthorized access or exploits by employing all measures and controls deemed reasonable and appropriate by industry accepted best practices. Authorized access is limited to State Users and to those persons authorized by the Contractor for the purpose of carrying out work in support of this Contract. The Planview technical environment includes that environment accessed by State Users for the purpose of making use of the Planview SaaS Services, and/or any physical or virtual location where State Data is stored. State Data includes all pre-existing or electronic data or information submitted by the State in the process of making use of the Planview SaaS Services. Further, all State Data, including data stored in databases and data backups will be stored on-shore within the United States of America.

The Contractor is also responsible for maintaining the environment's compliance with applicable technology standards as documented in the Tennessee Technology Architecture – Standard Products document. Generally, applicable technology standards include, although not limited to, those standards related to:

- the operating systems for the desktop and mobile devices used to access the Planview technical environment,
- the web browsers used to access the Planview SaaS Services,
- the personal computing applications (E.G., Microsoft Word and Excel, Adobe Acrobat, etc.) used to prepare documents and other files to be saved in the Planview technical environment, and
- other technologies, the applicability of which arises as a result of the work conducted under a Statement of Work (E.G., identity federation).

The availability target for the Planview SaaS Services is twenty-four (24) hours per day, seven (7) days per week (99.8% of the time, as measured monthly), with allowance for pre-planned times of unavailability necessary for the Contractor to perform regularly scheduled maintenance. The Contractor will provide its plan for regularly scheduled maintenance to the State on a quarterly basis. For all unscheduled maintenance that will result in unavailability (I.E., not regularly scheduled maintenance), the Contractor will make reasonable effort to provide the State a minimum of seven days advance notification. All reasonable effort will be made by Contractor to schedule periods of unavailability (scheduled and unscheduled) during non-peak work hours (I.E., Monday through Friday, between 6:00 PM and 6:00 AM CST/CDT or on weekends).

The Contractor is responsible for ensuring the capability to recover from a disaster. In the event of a disaster, the recovery objective for the ability of State Users to have restored access to the

Planview SaaS Services is forty-eight (48) hours from the disaster event; the recovery objective for the point in time to which State Data and other updates to the Planview SaaS Services are restored is twenty-four (24) hours prior to the disaster event.

A.4. Planview Customer Care. The Contractor will provide Planview Customer Care Services to the State at no additional cost and according to the “Description of Support Services 2014” included in its entirety as Attachment B. Therein is described the Software Maintenance and Support Services provided by the Contractor including:

- Standard practices in providing updates, including new releases, to software products;
- Process by which the Contractor receives and responds to State submitted requests for software support;
- Standard service level targets in providing software support and availability;
- Software defect escalation processes; and
- Software release processes.

If the State so chooses, the Contractor will provide Planview Platinum Customer Care for an additional fee as defined in section C.3.b. Planview Platinum Customer Care provides additional support beyond that provided with the Planview Customer Care, including, but not limited to, an assigned Customer Care Manager, an assigned Customer Relationship Manager, and access to remote services and product roadmap briefings conducted periodically.

A.5. Installation, Setup, and Performance Tuning. The Contractor will establish and set up the Planview technical environment for the State’s use upon payment of the Planview Technical Environment Set-up Fee and the Planview OpenSuite Platform Fee as defined in section C.3.b. The Contractor will further configure the component solutions within the Planview SaaS Services as specified in and through the conduct of work described within Attachment C to this Contract. Additionally, the Contractor will system test such configurations to confirm that they appropriately meet the agreed to in-scope capabilities and analytics enablement, and provide appropriate response times as described within Attachment C to this Contract.

The Contractor will assign resources to the completion of the applicable work activities and deliverables as described within Attachment C, including but not limited to:

- Managing Consultant
- Solution Architect
- Implementation Consultant
- Reporting Consultant
- Training Consultant

The State will provide workspace for the Contractor’s resources when on-site, including access and connectivity to Planview Enterprise in support of their accomplishing of the above described work.

The State will assign resources to the completion of the applicable work activities and deliverables as described within Attachment C, including but not limited to:

- Implementation Project Manager
- Planview Administrator
- Process Architect

The State will manage the overall project and maintain the project plan.

The State will review and respond to submitted deliverables within ten (10) business days of receiving the deliverable for review. Response may be either a written approval of the deliverable or a written evaluation of the shortfalls of the deliverable. If a deliverable is deemed unacceptable, Planview will have the opportunity to address the shortfalls of the deliverable with a deadline established by mutual agreement between the parties.

Any changes to the scope of the services to be provided by the Contractor under this section A.5. will be mutually agreed to by both the Contractor and the State and will be accomplished as specified in section A.9.

A.6. Training Services. The Contractor will provide training services to the State related to the use of the Planview SaaS Services. The Contractor will develop a Training Enablement Plan that details a specific training plan for each role type that will interact with the Planview SaaS Services. The Enablement Plan, and ongoing training activities, will make use of a variety of training approaches as described below.

- On-site training: Classroom training led by the Contractor's training professionals. Class can be selected from the course catalog, or developed specifically to the State's needs.
- Virtual Classroom: Classroom training delivered virtually by the Contractor's training professionals.
- PRISMS E-Learning: Self-service role-based learning available through Planview PRISMS.
- Instructor-led Methodology and Concept Classes: Interactive classes on a variety of topics.
- Interactive On-Demand Training Modules: Formal, scripted courses and informal materials such as recorded online training, presentations, and webcasts.
- Ask the Planview Expert sessions: Monthly sessions that offer access to Planview experts on a variety of topics.
- Role-Based Enablement Paths: Groups of learning assets organized according to the State's specifications to deliver information specific to the functionality supporting each user role.

The Contractor will also offer a certified train-the-trainer program. It is the State's intent to certify in-house trainers. The Contractor will provide training materials for the State's certified trainers, including unlimited right to copy, for an additional fee as defined in section C.3.b.

A.7. Integration and Migration Services. The Contractor will provide assistance to the State to accomplish the integration of the applicable component of the Planview technical environment with other State owned technology assets, up to and including, but not limited to the following:

- PeopleSoft HCM and FSCM, as implemented by the State (known as Edison) for the purpose of integrating project staff time reporting and project expenditure reporting;
- Microsoft SharePoint and IBM FileNet for the purpose of utilizing these environments as supplemental document repository and work flow management;
- Remedy BMC for the purpose of integrating demand and change management;
- Active Directory for the purpose of implementing identity federation.

Further, at such time as may be beneficial to the State, and given that the Contractor continues to offer support for an on premises platform, the Contractor will provide assistance to the State to migrate the installation of Planview Enterprise, and other applicable Planview components to the State's technical environment.

Specification and delivery of integration and migration services will be requested and accomplished through the execution of a Statement of Work as described in section A.9.

A.8. Consulting Services. The Contractor will provide consulting services to the State for the purpose of implementing and configuring the components of the Planview SaaS Services as described in section A.5. Payment for the services specified in section A.5. will be as defined in section C.3.b.

Consulting services will also be provided for the purpose of integrating the Planview SaaS Services with other State owned technology assets as described in section A.7. Specification of integration requirements will be as requested and accomplished through the execution of a Statement of Work as described in section A.9.

A.9. Statement of Work. The State may, at its sole discretion and with written notice to the Contractor, request consulting services that are necessary but were unspecified within the scope of services of this Contract. A Statement of Work will be executed to define and describe the scope of work and terms under which any use of consulting services will occur. The Statement of Work will specify, among other things and as appropriate, the services to be provided, the scope of work, and the applicable costs.

The State will initiate a Statement of Work with the Contractor by creating a ticket as described within the document, "Description of Support Services 2014", included as Attachment B to this

Contract. For those tickets typed as Enhancement or Customization, or for those typed Documentation for the purpose of requesting enhancements to any Planview documentation, a Statement of Work must be executed and approved by both the State and the Contractor before any action is taken by either party to perform the work involved. In the case where the Contractor has identified the need for a Statement of Work, the Contractor will notify the State's contact identified in section E.2. by email of the identified need, so that the State may evaluate and create a ticket if deemed appropriate.

The Statement of Work will consist of the following information at a minimum, and generally is completed as the process progresses:

- 1) Description (provided by the State) of service requested, including any and all deliverables; specification of the configuration, programming, customization, etc., as applicable; conditions for acceptance; and the desired completion date;
- 2) Contractor's detailed estimate of the effort required to deliver the service requested;
- 3) Assertion from the Contractor of the maximum cost to deliver the service requested;
- 4) Authorization to proceed from the State indicated by signature from the State's contact identified in section E.2.

The detailed estimate prepared by the Contractor will be based upon the description of the service requested, and the units and per unit costs as described in section C.3.c. The Contractor will also sign the Statement of Work indicating the maximum cost to the State to have the Contractor deliver the service requested.

The State will either authorize the Contractor to proceed with the service requested, confirming a start date for the delivery of the service requested, or cancel the Statement of Work with no further action on the part of the Contractor required. The Contractor shall not perform any additional service until the State has approved the Statement of Work. If approved, the State will sign the Statement of Work, and it shall be incorporated hereby as a part of this Contract, and is thus given the same precedence as the Contract document as described in section E.8.a. Should the State choose to cancel the Statement of Work, the Contractor will be provided a minimum notification of ten (10) business days prior to the planned start date and the State will have incurred no obligation for payment under the cancelled Statement of Work.

Once work has commenced under an authorized Statement of Work, any changes to the scope of services will be documented in a change order as agreed to and executed by both the Contractor and the State.

Subsequent to State approval of a Statement of Work, the Contractor shall complete the specified services. The State will be the sole judge of the acceptable completion of work and, upon such determination, shall provide the Contractor written approval. The State will remunerate the Contractor only for acceptable work. All acceptable work performed pursuant to an approved Statement of Work shall be remunerated in accordance with section C.3.c., provided that the State shall be liable to the Contractor only for the cost of the actual person hours worked to complete the necessary work, not to exceed the maximum cost for the work specified in the Statement of Work. 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 Statement of Work authorizing the service. Upon State approval of the work, the Contractor shall invoice the State in accordance with the relevant provisions of this Contract.

B. CONTRACT PERIOD:

This Contract shall be effective for the period beginning March 31, 2014, and ending on March 30, 2019. 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 three million, seven hundred and fifty thousand dollars (\$3,750,000). 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:

Service Description	Amount (per compensable increment)
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2014	697,865.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2015	348,933.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2016	348,933.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2017	479,201.00
Planview SaaS Services based on profile of 650 total enterprise users and as described in Section A.2. Payable no earlier than July 31, 2018	493,577.00
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	35,400.00

Service Description	Amount (per compensable increment)
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	36,462.00
Planview SaaS Services - Additional Enterprise Users. Per block of 50 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	37,556.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	162,000.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	166,860.00
Planview SaaS Services - Additional Enterprise Users. Per block of 250 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	171,866.00
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added prior to March 31, 2017.	588,000.00
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2017 and prior to March 31, 2018.	605,640.00
Planview SaaS Services - Additional Enterprise Users. Per block of 1,000 users per year; coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.2. Added after March 30, 2018 and prior to contract termination date.	623,809.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users 100 or greater, up to 1,000.	40,000.00

Service Description	Amount (per compensable increment)
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 1,000, up to 2,000.	65,000.00
Planview Platinum Customer Care per year, coterminous with the expiration of the then current subscription term and prorated for the remainder of the then current subscription term and as further described in Section A.4. Total licensed enterprise users greater than 2,000, up to 5,000.	90,000.00
Planview Technical Environment Set-up Fee. One time upon initial access as described in Section A.5.	25,000.00
Planview OpenSuite Platform Fee. One time upon initial access as described in Section A.5.	10,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	19,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	39,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	32,500.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release one (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of High Level Solution deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	18,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Iterative Solution Alignment deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Solution Review deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	36,000.00

Service Description	Amount (per compensable increment)
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Make Ready deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	30,000.00
Installation, Setup, and Performance Tuning. Upon completion of milestone and acceptance of Insight Analytics Enablement deliverables for release two (see Contract Attachment C) of Planview Enterprise as described in Section A.5.	15,600.00
Training Services as described in Section A.6. On Site per day. March 31, 2014 through March 30, 2015	2,550.00
Training Services as described in Section A.6. On Site per day. March 31, 2015 through March 30, 2016	2,601.00
Training Services as described in Section A.6. On Site per day. March 31, 2016 through March 30, 2017	2,653.00
Training Services as described in Section A.6. On Site per day. March 31, 2017 through March 30, 2018	2,706.00
Training Services as described in Section A.6. On Site per day. March 31, 2018 through March 30, 2019	2,760.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2014 through March 30, 2015	225.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2015 through March 30, 2016	230.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2016 through March 30, 2017	235.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2017 through March 30, 2018	240.00
Training Services as described in Section A.6. Off Site (Virtual) per student per day. Minimum ten (10) students per class. March 31, 2018 through March 30, 2019	245.00
Training Materials. Editable, electronic copy for the version implemented, with full rights to edit and copy as described in Section A.6.	50,000.00

- c. The Contractor shall be compensated for changes requested and performed pursuant to section A.9., without a formal amendment of this contract based upon the payment rates detailed in the schedule below and as agreed pursuant to said section A.9., provided that compensation to the Contractor for all such “changes” shall not exceed two hundred sixty-two thousand five hundred dollars (\$262,500). If, at any point during the Contract period, the State determines that the cost of necessary “changes” would exceed said maximum amount, the State may amend this Contract to address the need.

Service Description	Amount (per compensable increment)
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2014 through March 30, 2015	2,250.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2015 through March 30, 2016	2,295.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2016 through March 30, 2017	2,341.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2017 through March 30, 2018	2,388.00
Consulting Services. Per day as described in Section A.8. On Site (Per Eight Hour Day, prorated for partial days). March 31, 2018 through March 30, 2019	2,436.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2014 through March 30, 2015	1,950.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2015 through March 30, 2016	1,989.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2016 through March 30, 2017	2,029.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2017 through March 30, 2018	2,070.00
Consulting Services. Per day as described in Section A.8. Off Site (Per Eight Hour Day, prorated for partial days) March 31, 2018 through March 30, 2019	2,112.00

d. The Contractor shall not be compensated for travel time to the primary location of service provision.

e. A "day" shall be defined as a minimum of eight (8) hours of service. If the Contractor provides fewer than eight hours of service in a standard twenty-four hour day, the Contractor shall bill *pro rata* for only those portions of the day in which service was actually delivered. The Contractor shall not bill more than the daily rate even if the Contractor works more than eight hours in a day.

C.4. Travel Compensation. The Contractor shall not be compensated or reimbursed for travel, meals, or lodging.

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

Deborah C. Knox, Project Controller
Department of Finance and Administration
312 Rosa L. Parks Avenue, 16th Floor
Nashville, TN 37243

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 Finance & Administration, Business Solutions Delivery
- (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:
 - i. Service or Milestone Description (including name & title as applicable) of each service invoiced
 - ii. Number of Completed Units, Increments, Hours, or Days as applicable, of each service invoiced
 - iii. Applicable Payment Rate (as stipulated in Section C.3.) of each service invoiced
 - iv. Amount Due by Service
 - v. 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 sixty (60) 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 material obligations under this Contract in a timely or proper manner, or if the Contractor violates any material terms of this Contract, the State shall have the right to terminate the Contract and withhold payments in excess of fair compensation for completed services.
- a. The State will provide notification of termination for cause in writing. This notice will: (1) specify in reasonable detail the nature of the breach; (2) provide the Contractor with an opportunity to cure, which must be requested in writing no less than 10 days from the date of the Termination Notice; and (3) shall specify the effective date of termination in the event the Contractor fails to correct the breach. The Contractor must present the State with a written request detailing the efforts it will take to resolve the problem and the time period for such resolution. This opportunity to "cure" shall not apply to circumstances in which the Contractor intentionally withholds its services or otherwise refuses to perform. The State will not consider a request to cure contract performance where there have been repeated problems with respect to identical or similar issues, or if a cure period would cause a delay that would impair the effectiveness of State operations. In circumstances where an opportunity to cure is not available, termination will be effective immediately.
- b. Notwithstanding the foregoing, 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 venturers, 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:

Deborah C. Knox, Project Controller
Department of Finance and Administration
312 Rosa L. Parks Avenue, 16th Floor
Nashville, TN 37243
Debbie.C.Knox@tn.gov
Telephone # (615) 741-4099
FAX # (615) 782-0200

The Contractor:

Eric Hurley, Vice President, Legal Affairs
Planview, Inc.
8300 North MoPac, #300
Austin, Texas 78759
EHurley@Planview.com
Telephone # (512) 349-8268
FAX # (512) 346-9180

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. Tennessee Department of Revenue Registration. The Contractor shall be registered with the Department of Revenue for the collection of Tennessee sales and use tax. This registration requirement is a material requirement of this Contract.
- E.6. 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.7. Ownership of Software and Work Products.

a. Definitions.

- (1) "Contractor-Owned Software," which shall mean commercially available software the rights to which are owned by Contractor, including but not limited to commercial "off-the-shelf" software which is not developed using State's money or resources.
- (2) "Rights Transfer Application Software," which shall mean any pre-existing application software owned by Contractor or a third party, provided to State and to which Contractor will grant and assign, or will facilitate the granting and assignment of, all rights, including the source code, to State.
- (3) "Third-Party Software," which shall mean software not owned by the State or the Contractor.
- (4) "Work Product," which shall mean all deliverables exclusive of hardware, such as software, software source code, documentation, planning, etc., that are created, designed, developed, or documented by the Contractor for the State during the course of the project using State's money or resources. "Work Product" does not include Contractor-Owned Software. If the system solution includes Rights Transfer Application Software, the definition of Work Product shall also include such software.

b. Rights and Title to the Software

- (1) All right, title and interest in and to the Contractor-Owned Software shall at all times remain with Contractor, subject to any license granted herein.
- (2) All right, title and interest in and to the Work Product, and to modifications thereof made by State, including without limitation all copyrights, patents, trade secrets and other intellectual property and other proprietary rights embodied by and arising out of the Work Product, shall belong to State. To the extent such rights do not automatically belong to State, Contractor hereby assigns, transfers, and conveys all right, title and interest in and to the Work Product, including without limitation the copyrights, patents, trade secrets, and other intellectual property rights arising out of or embodied by the Work Product. Contractor shall execute any other documents that State or its counsel deem necessary or desirable to document this transfer and/or allow State to register its claims and rights to such intellectual property rights or enforce them against third parties, and Contractor shall cooperate fully in the foregoing endeavors.
- (3) All right, title and interest in and to the Third-Party Software shall at all times remain with the third party, subject to any license granted thereby.

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.8. Incorporation of Additional Documents. Each of the following documents is included as a part of this Contract by reference. In the event of a discrepancy or ambiguity regarding the Contractor's duties, responsibilities, and performance under this Contract, these items shall govern in order of precedence below.

- a. this Contract document;
- b. any attachments or exhibits (other than the items listed at subsections c. through f., which have the priorities specified below);
- c. any clarifications of or addenda to the Contractor's proposal seeking this Contract;
- d. the State solicitation, as may be amended, requesting proposals in competition for this Contract;
- e. any technical specifications provided to proposers during the procurement process to award this Contract;
- f. the Contractor's proposal seeking this Contract.

E.9. 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.10. Debarment and Suspension. The Contractor certifies, to the best of its knowledge and belief, that it, its current and future principals, its current and future subcontractors and their principals:

- a. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal or state department or agency;
- b. have not within a three (3) year period preceding this Contract been convicted of, or had a civil judgment rendered against them from commission of fraud, or a criminal offence in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or grant under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification, or destruction of records, making false statements, or receiving stolen property;
- c. are not presently indicted or otherwise criminally or civilly charged by a government entity (federal, state, or local) with commission of any of the offenses detailed in section b. of this certification; and
- d. have not within a three (3) year period preceding this Contract had one or more public transactions (federal, state, or local) terminated for cause or default.

The Contractor shall provide immediate written notice to the State if at any time it learns that there was an earlier failure to disclose information or that due to changed circumstances, its principals or the principals of its subcontractors are excluded or disqualified.

E.11. Hold Harmless. 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, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of negligent acts, omissions, or negligence on the part of the Contractor, its employees, or any person acting for or on its or their behalf relating to this Contract. The Contractor further agrees it shall be liable for the reasonable cost 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.

In the event of any such suit or claim, the Contractor shall give the State immediate notice thereof and shall provide all assistance required by the State in the State's defense. The State shall give the Contractor written notice of any such claim or suit, and the Contractor shall have full right and obligation to conduct the Contractor's own defense thereof. Nothing contained herein shall be deemed to accord to the Contractor, through its attorney(s), the right to represent the State of Tennessee in any legal matter, such rights being governed by *Tennessee Code Annotated*, Section 8-6-106.

- E.12. Partial Takeover. The State may, at its convenience and without cause, exercise a partial takeover of any service which the Contractor is obligated to perform under this Contract, including but not limited to any service which is the subject of a subcontract between Contractor and a third party, although the Contractor is not in breach (hereinafter referred to as "Partial Takeover"). Said Partial Takeover shall not be deemed a Breach of Contract by the State. Contractor shall be given at least 30 days prior written notice of said Partial Takeover with said notice to specify the area(s) of service the State will assume and the date of said assumption. Any Partial Takeover by the State shall not alter in any way Contractor's other obligations under this Contract. The State may withhold from amounts due the Contractor the amount the Contractor would have been paid to deliver the service as determined by the State. The amounts shall be withheld effective as of the date the State assumes the service. Upon Partial Takeover, 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.13. Unencumbered Personnel. All persons assigned by the Contractor to perform services for the State under this Contract, whether they are employees, agents, subcontractors, or principals of the Contractor, shall not be subject to any employment contract or restrictive covenant provisions which would preclude those persons from performing the same or similar services for the State after the termination of this Contract, either as a State employee, an independent contractor, or an employee, agent, subcontractor or principal of another contractor with the State. If the Contractor provides the State with the services of any person subject to a restrictive covenant or contractual provision in violation of this provision, any such restrictive covenant or contractual provision will be void and unenforceable, and the Contractor will pay the State and any person involved all of its expenses, including attorney's fees, caused by attempts to enforce such provisions.
- E.14. Disclosure of Personal Identity Information. The Contractor shall report to the State any instances of unauthorized disclosure of confidential information that come to the attention of the Contractor. Any such report shall be made by the Contractor within twenty-four (24) hours after the instance has come to the attention of the Contractor. The Contractor, at the sole discretion of the State, shall provide no cost credit monitoring services for individuals that are deemed to be part of a potential disclosure. The Contractor shall bear the cost of notification to individuals having personal identity information involved in a potential disclosure event, including individual letters and/or public notice.
- E.15. Transfer of Contractor's Obligations.
- a. The Contractor shall immediately notify the State in writing of a proposed merger, acquisition or sale of its business operation, or the part of its business operation that provides services under this Contract, or that this Contract will be sold to or assumed by another entity. The entity that is proposed to assume the Contractor's duties under this Contract, whether through merger, acquisition, sale or other transaction, will be hereinafter described as the New Entity.
 - b. The Contractor (or, if the Contractor no longer exists as a legal entity, the New Entity) will provide to the State within a reasonable time, information that the State may require about the merger, acquisition or sale, which may include
 - i. the date and terms of the merger, acquisition or sale, including specifically, but not limited to, adequate documentation of the financial solvency and adequate capitalization of the proposed New Entity
 - ii. evidence of financial solvency and adequate capitalization of the proposed New Entity which may consist of,

- (1) Debt;
 - (2) Assets;
 - (3) Liabilities;
 - (4) Cash flow
 - (5) Percentage of the total revenues of the company that are represented by this Contract;
 - (6) The most recent annual financial reports;
 - (7) The most recent annual financial reports filed with government agencies, if applicable.
- iii. a complete description of the relationship of any New Entity to any parent company or subsidiary or division resulting from the merger, acquisition or sale of the original Contractor's business or the part of the original Contractor's business that provides services under this Contract or from assumption by, or sale to, another entity of the contract itself, including:
- (1) the names and positions of corporate or company officers, project managers, other Contractor management staff with responsibilities under the Contract, and numbers and the type of technical or other personnel who will be responsible for fulfilling the obligations of the Contract, and any subcontracts that will be used to provide any personal or other services under the Contract by the New Entity and,
 - (2) an organizational chart clearly describing the organizational structure of the New Entity, parent company, subsidiary, division or other unit of the entity or parent company with which it has merged or by which it, or the Contract, has been acquired.
- iv. such additional evidence of financial solvency, adequate capitalization and information regarding corporate organizational and personnel assigned to the Contract as the State determines is necessary to evaluate the status of the proposed or consummated merger, acquisition or sale.
- c. The original Contractor shall immediately notify the State in writing in the event of a change in its legal name and/or Federal Employer Identification Number (FEIN). The Contractor shall comply with State requests for copies of any documents that have been filed with state corporate records officials or other officials in the state of its incorporation that verify the name change and a narrative description of the reasons for the name change. If a New Entity has succeeded to the interest of the original Contractor, it shall immediately provide the State written notification of its Federal Employer Identification Number (FEIN), its complete corporate name, State of incorporation, and other documentation required to effectuate the transfer.
- d. Notwithstanding any other provisions of this Contract to the contrary, the State may immediately terminate this Contract in whole or in stages in the event that it determines that the New Entity
- i. has been debarred from State or Federal contracting in the past five years
 - ii. has had a contract terminated for cause by the State of Tennessee within the past five years.
- 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 or New Entity for compensation for any service which has not been rendered. Upon such termination, the Contractor or New Entity shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.
- e. The New Entity shall provide to the State within ten (10) business days of the State's request, a notarized statement signed by an individual authorized to bind the New Entity certifying that all liabilities and obligations incurred by the former Contractor are assumed by the New Entity.

f. If the New Entity owes money to the State of Tennessee, it acknowledges that Tennessee Code Annotated Section 9-4-604 requires repayment of these funds and will enter into a legally binding agreement for repayment.

E.16. Security Audit. The State may conduct audits of Contractor's compliance with the State's Enterprise Information Security Policy ("The Policy") or under this Contract, including those obligations imposed by Federal or State law, regulation or policy. The Policy, as may be periodically revised, can be located at the following link:

<http://www.tn.gov/finance/oir/security/secpolicy.html>.

The State's right to conduct security audits is independent of any other audit or monitoring required by this Contract. The timing and frequency of such audits shall be at the State's discretion and may, but not necessarily shall, be in response to a security incident.

A security audit may include the following: (i) review of access logs, screen shots and other paper or electronic documentation relating to Contractor's compliance with the Policy. This may include review of documentation relevant to subcontractors or suppliers of security equipment and services used with respect to State data; (ii) physical inspection of controls such as door locks, file storage, communications systems, and employee identification procedures; and (iii) interviews of responsible technical and management personnel regarding security procedures.

Contractor shall provide reports or additional information upon request of the state and access by the State or the State's designated staff to Contractor's facilities and/or any location involved with providing services to the State or involved with processing or storing State data, and Contractor shall cooperate with State staff and audit requests submitted under this Section. Any confidential information of either party accessed or disclosed during the course of the security audit shall be treated as set forth under this Contract or federal or state law or regulations. Each party shall bear its own expenses incurred in the course of conducting this security audit. Contractor shall at its own expense promptly rectify any non-compliance with the Policy or other requirements identified by this security audit and provide proof to the State thereof.

IN WITNESS WHEREOF,

Planview, Inc.:



March 26, 2014

CONTRACTOR SIGNATURE

DATE

Gregory S. Gilmore
CEO

PRINTED NAME AND TITLE OF CONTRACTOR SIGNATORY (above)

Department of Finance and Administration:



3-26-2014

Larry B. Martin, Commissioner



DATE

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

SUBJECT CONTRACT NUMBER:	000000000000000000041038
CONTRACTOR LEGAL ENTITY NAME:	Planview, Inc.
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	[REDACTED]

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.

Gregory S. Gilmore

PRINTED NAME AND TITLE OF SIGNATOR **CEO**

March 26, 2014

DATE OF ATTESTATION

Customer Care

Description of Support Services 2014



ATTACHMENT B

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Introduction

This document describes the Software Maintenance and Support Services provided by Planview, Inc to all customers who either purchase Support Services from Planview or are a SaaS licensed customer, including:

- Standard practices in providing updates (for example, new releases and updates) to software products
- Process by which Planview receives and responds to Customer-submitted requests for Software Support from defined Application Administrators
- Standard service level targets in providing Software Support and SaaS Availability
- Software defect escalation processes
- Software release processes

General Philosophy

Full Support

Planview provides Support Services for each Software release after general availability (GA) (see Software Version Policy for explanation of Major and Minor Release). This includes:

- Unlimited calls to Planview Customer Care
- Ticket submission via web, chat, e-mail or phone
- Scheduled updates to the Software (Maintenance Releases)
- Scheduled updates to Released Documentation

On-Going Support

Once Full Support ends for a given release, Planview provides support services, as follows:

- Unlimited calls to Planview Customer Care
- Ticket submission via web, chat, e-mail or phone

The Function of Planview Customer Care

Customer Care services cover software product issues encountered by users of the Planview Enterprise application and submitted to Customer Care by a defined Application Administrator (Customer Care does not provide support services to the end-user community). Software product issues are classified as one of the following:

- Software Defect – A software defect ("bug") is an error, flaw, mistake, failure, or fault in the application that prevents it from behaving as intended (e.g., producing an incorrect result, error message encountered, etc.) according to release documentation for the version of software in use. Software Defects can be categorized by Severity and Priority and are then escalated to Product Development accordingly.
- Software functionality does not behave as defined per released Planview documentation.
- Software error occurs resulting in a displayed or logged error message.
- Software execution time is beyond normal tolerance levels based on the size and complexity of the database in which the information utilized by the Planview Software is stored; assuming the hardware in use is properly sized and configured. Customer Care will analyze the reported performance issues, accordingly, and test internally to confirm the reported performance issue(s).

SaaS Support Services

Customer Care provides unique support services to Planview SaaS Customers, upon request:

- Database backups and restores
- Application Service Restarts
- Database Progressing Engine runs
- Application of Planview Software Releases, including Controlled-Releases, Maintenance, Minor and Major Releases
- Access to Customer Care via support.planview.com for ticket submission from Sunday, 5 pm Central Time thru Friday, 7 pm Central Time (24 hours a day).

Requests for these services and others will be routed to Hosting Operations.

Additional Services – Outside of the Scope of Customer Care

Functional Support

Functional questions submitted to Customer Care may be directed to Planview Consulting via a Regional Services Director. Services provided by Planview Consulting are typically billable. Alternately, customers may leverage the Remote Advisory Service (RAS) for short-duration consulting or Q&A sessions delivered and tracked in 15-minute increments (usually up to 2 hours). To learn more about the RAS service offering and how it works, please login to PlanviewPRISMS.com.

Customer-Created Reports, Views, Interfaces, etc.

Customer Care will provide up to one cumulative hour of assistance for issues or questions related to customer-created Business Objects Reports, Insight Analytics Cubes/Views, Custom Table Portlets, On-Demand Reports or customer-developed interfaces, per instance. The one-hour of support is not provided for self-migration from Financial Management 9 to 10. Support beyond one hour is considered billable and will be referred to Planview Technical Services, Planview Consulting or the above mentioned Remote Advisory Service, if applicable.

On-Site Support Services

In the event Customer Care cannot resolve a reported technical issue through telephone support or other remote diagnostic methods in a reasonable timeframe with reasonable customer assistance, then Planview, at its discretion, may make arrangements to provide on-site technical support services to address the reported issue. Planview Enterprise Self-Install Support (On-Premise Installation – Not applicable to SaaS)

Customer Care will provide up to one cumulative hour of assistance for software product issues or questions related to the self-installation of a Major Release of the Planview Enterprise Software by a customer on the: Web Server, Application Server, Database Server, Insight Analytics Server, Planview Process Builder Server or Business Objects Server (sometimes collectively referred to as the “Planview Enterprise Servers”) or the install of any version of Planview Enterprise onto new servers (no previously installed version of Planview Enterprise). The one-hour limitation does not apply to the “Upgrade” from one Minor Version to the next sequential Minor Version on existing servers (e.g., 10.2 to 10.3). Planview will provide all technical documentation related to the upgrade process for Planview Enterprise via <http://support.planview.com>. Support beyond one hour is considered billable and will be referred to Planview Technical Services or the above mentioned Remote Advisory Service, if applicable.

Customer Care will provide assistance to customers who opt to self-install any Integration Services (PVLoader, Financial Repository, Planview OpenSuite, etc.) or Administration Tools on the Planview Servers and/or on the administrator workstations.

Customer-Request Submission Process

Customers may submit Ticket requests to Customer Care via the following methods:

- **Customer Care Portal** – Customers may login to the Planview Customer Care website and submit a Ticket report 24/7.

The Customer Care Portal may be accessed via an Internet browser at:

<http://support.planview.com>

When logging into the Customer Care Portal, users will be prompted to supply their e-mail address and password. A customer who does not have that information may contact Planview Customer Care at CustomerCare@Planview.com or 512-346-8460 so that the information may be emailed to the customer's designated Planview administrator by the Customer Care Dispatcher.

Submissions are stored as uniquely numbered Tickets in the system and automatically routed to a Customer Care Consultant. The Customer Care Portal is monitored **Monday through Friday from 7 a.m. to 7 p.m. Central Time** for Standard Maintenance Customers.

- **Telephone** – Customers may call Planview Customer Care (**512-346-8460 Monday through Friday from 7 a.m. and 7 p.m., Central Time**) to submit new Tickets, update existing tickets or close a ticket.
- **Internet email** – Customers may send requests via e-mail addressed to CustomerCare@Planview.com. Ticket requests are received by the Customer Care Dispatcher who will create a ticket, which is then automatically routed to a consultant. The Customer Care e-mail queue is monitored **Monday through Friday from 7 a.m. to 7 p.m., Central Time**.
- **Instant Chat** – Customers may contact Customer Care directly via a live Chat session accessible via the Customer Care Portal. Chat requests are accepted **Monday through Friday from 7 a.m. to 7 p.m. Central Time**. Chat requests can be easily be converted to a new Ticket, if needed.
- **APAC Regional Support** – Customers in the APAC Region (Australia, New Zealand) may contact Customer Care **Sunday through Thursday from 5 pm to 1 am Central Time** via:
 - Email: CustomerCare@planview.com
 - Phone: Australia - **61 2 80149318** New Zealand - **64 49 749422**
 - Customer Care Portal
 - For Contact information outside of the above hours, please refer to the Global and SaaS Support - Planview Customer Care Contact Information- 2014 document.
 - **SaaS Support** – SaaS/Hosted Customers may contact Customer Care via the Customer Care Portal (<http://support.planview.com>). Tickets will be dispatched immediately if received between **Sunday, 5 pm Central Time and Friday, 7 pm Central Time (24 X 5)**. Please see the Global and SaaS Support - Planview Customer Care Contact Information- 2014 document for more information.
- **Platinum Support – 24x7 Coverage** – Customers who have elected to purchase an upgrade to Platinum Service and Support may contact an on-call Back-Line Customer Care Consultant during off-hours via the on-call cell phone for Urgent Priority Tickets.

Ticket Closure Policy

All tickets will be marked as “Solution Provided” upon delivery of a resolution or fix. This includes, but is not limited to:

- Answers to general questions
- Detailed steps/actions to address the reported issue
- Release of a Maintenance Release or Controlled-Release that addresses the reported issue
- Release of a new version that addresses the reported issue
- Customer advises that the issue can be marked as Solution Provided

Tickets will be moved to a status of “Closed” when the proposed solution is accepted by the customer via the Customer Care Portal or there is no response from a customer for 21 days (after 3 follow-up attempts via email). Any Closed tickets can be re-opened at the request of the customer or Planview, as needed.

Prioritization of Requests

Planview requires that a priority be set for each ticket submitted by a customer. Customers may set this priority when creating tickets via the Customer Care Portal. You may change the priority of any open ticket by adding a comment to the ticket and requesting the change or by contacting Customer Care via email or phone. Requests to raise the priority to Urgent will be reviewed by a Customer Care Manager to ensure that the reported issue meets the defined criteria. To make the best use of resources, Planview relies on the priority assigned to each ticket as a means of determining the order in which to act upon requests. These priority classifications are described in the following table:

Priority Assigned	Definition
Urgent	Down production system or training environment during scheduled training efforts. Critical user components are not functional impacting the ability to work. Issues encountered in a test or development environment and enhancement requests should not be listed as Urgent.
High	Impaired Planview Software. Critical user(s) or components are not functioning correctly and business/decision-making is affected.
Medium	Non-critical user(s) or components are not functioning correctly and business/decision-making is <i>not directly</i> affected.
Low	Little or no impact. Cosmetic problem or minor enhancement.

Response Policy – Service Targets

When responding to requests from customers, Planview makes every effort to meet the service level targets specified in the table which follows.

Please note the following exceptions:

- Issues outside of Planview’s control (on-premise only); e.g., network, hardware, server operating systems, database server issues
- Enhancement requests
- Request for customizations
- Support for customer-created customizations/custom reports/custom views/custom tiles/custom ribbons
- Questions about “how” to use the Software
- Software defects in an OEM software product:
 - Business Objects™
 - Microsoft SharePoint™
 - Microsoft™ Servers
 - RDBMS environments
 - Microsoft Reporting and Analysis Services™
 - Bright Idea™
 - Any Third-Party Software or Application Components not developed by Planview, Inc

Response Policy (cont.)

Priority of Request	Initial Response Time: Call Back or E-Mail	Target Resolution Time Note: The resolution may be provided in the form of a work-around
Urgent	Within 30 Minutes	<p>Within 2 Business Days*</p> <p>Some issues may require assistance from Product Development. In this case, Customer Care will work to provide a temporary work-around.</p> <p>* The 2-business day target resolution time is dependent upon when a customer responds to a request for information. Any time which elapses while waiting for such additional information will not count toward the target resolution time.</p>
High	Within 1 hour	<p>Targeted for Next Platform, Major or Maintenance Release (if reported prior to inclusion cutoff date)*</p> <p>Some issues may require assistance from Product Development. In this case, Customer Care will work to provide a temporary work-around.</p> <p>* Each Maintenance Release has an “Inclusion Cutoff Date” that is approximately 4 weeks before the scheduled release. In addition, not all reported issues will be addressed in the version in which the defect was discovered. Some issues may be addressed in a future Major or Minor release, at the discretion of Planview Product Management.</p>
Medium	Within 2 hours	<p>Targeted for Next Platform or Major Version Release*</p> <p>Some issues may require assistance from Product Development. In this case, Customer Care will work to provide a temporary work-around.</p> <p>* Not all reported issues will be addressed in the version in which the defect was discovered. Some issues may be addressed in a future release, at the discretion of Planview Product Management.</p>
Low	Within 4 hours	Time Permitting

Ticket Type

Each Ticket will be assigned a Ticket type based on the following table.

Type	Description
Functional	Tickets created to ask Customer Care a question about the Planview software. Examples include questions related to functionality, usage, administration, and implementation. Also, Tickets created to report issues with product functionality. Examples include issues where the application is not functioning per the provided documentation. Functional issues may not always be due to a software defect, but could be due to application configuration or data issues
Technical	Tickets created to ask Customer Care a technical question about Planview or to track issues encountered during the self-installation of Planview Software which is server-based. Examples include questions related to server configuration, security configuration, database questions, server\hardware sizing, operating system upgrades, etc. Also, Tickets created to report a technical problem with the application or the infrastructure supporting the application. Examples include errors seen in Application Event Logs or scheduled jobs failing to run.
Defect	Tickets created that clearly identify a defect in the software that can be reproduced. A software defect ("bug") is an error, flaw, mistake, failure, or fault in the application that prevents it from behaving as intended (e.g., producing an incorrect result).
Enhancement	Tickets created to track requests for application improvements or functionality modifications. Examples include requests to add additional functionality or to change the current behavior of the software.
Performance	Tickets created to report a server or client-side performance issue with the Planview application.
Customization	Tickets created related to a Planview-Provided Customization. Customizations can include application interfaces, code-level changes, custom reports and Data Mart extensions.
Hosting Support	Tickets created to report an issue or ask a question for a hosted implementation.
Documentation	Tickets created to report issues or request enhancements to Planview Documentation.

Ticket Status

Each Ticket will maintain a status based on the definitions below.

Status	Definition
New	Ticket has been created, but has not yet been assigned
Initial	Ticket has been assigned, but is waiting an initial response from the Customer Care Consultant
Active	Ticket is pending action by the assigned Customer Care Consultant
Pending Customer Reopened	We require additional information in order to resolve the reported issue Ticket has been reopened, and is pending action by the assigned Customer Care Consultant
Solution Provided	A proposed solution has been provided to you and Customer Care is awaiting a response to confirm or deny closure of the ticket
Closed	The ticket solution provided has been accepted is now closed
Pending Vendor In Task	Ticket is pending action by a party other than Customer Care or you Ticket is pending action by a party other than the Customer Care Consultant within Planview (i.e. Product Development, Product Management, Hosting Support, etc.)
In Development	Ticket has been forwarded to Product Development and is targeted for resolution in a future release.
In Products	Ticket has been forwarded to Product Management and is pending review for consideration in a future release

Escalation Process – Product Defect and Product Enhancements

All reproducible software defects, for any product version actively supported by Product Development will be transferred to Product Management for review and consideration for a future release.

The following describes the process used for the escalation of Planview Customer Care Tickets to Product Management (PM). Please note that PM will only consider providing fixes for the current major release and the previous major release (i.e. 10.x) according to the published Version Support Policy.

Priority	Escalation Process
<p>Urgent or High Priority Software Defects Must meet the following criteria: Software Defect – A software defect ("bug") is an error, flaw, mistake, failure, or fault in the application that prevents it from behaving as intended (e.g., producing an incorrect result).</p>	<p>Product Defect Escalation This process allows for the escalation of Urgent and High Priority defects to Product Management: The assigned Customer Care Consultant will first test and reproduce the reported issue internally. Once the issue can be reproduced and it meets the definition of a Software Defect, the consultant will submit the ticket to Product Management. Product Management will review the escalated product defects by product version periodically prior to each scheduled product release. Defects will be slotted for resolution in an upcoming release based on the product version, assigned priority, severity and frequency the issue occurs; at the discretion of Product Management. Each scheduled product release will have a published inclusion date for issue resolution consideration. Any ticket escalated after the inclusion date will be reviewed as part of the next scheduled product release for the identified version, unless escalated for consideration as a Controlled-Release Update*. Not all reported defects will be addressed in the next scheduled Uupdate or in the version that they are reported in. In some cases, the reported issue may be addressed in a future Platform or Major release. <i>*Response times for the issuance of a Controlled-Release Update will vary, depending on the complexity of the reported defect and the effort required for development and testing. Whenever possible, Product Management will provide a target date for the next release of a Controlled-Release Update.</i> NOTE: Customers should not apply software updates directly to production systems without first verifying the release in a test environment.</p>

Escalation Process – Product Defect and Product Enhancements – cont’d

<p>Medium and Low Priority Software Defects Must meet the following criteria: Software Defect – A software defect ("bug") is an error, flaw, mistake, failure, or fault in the application that prevents it from behaving as intended (e.g., producing an incorrect result).</p>	<p>Product Defect Escalation This process allows for the escalation of Medium and Low priority defects to Product Management:</p> <p>The assigned Customer Care Consultant will first test and reproduce the reported issue internally. Once the issue can be reproduced and it meets the definition of a Software Defect, the consultant will submit the issue to Product Management.</p> <p>Product Management will review the escalated product defects by product version, prior to each scheduled product release. Defects will be slotted for resolution in an upcoming release based on the product version, assigned priority, severity and frequency the issue occurs; at the discretion of Product Management. Each scheduled product release will have a published inclusion date for issue resolution consideration. Any ticket escalated after the inclusion date will be reviewed as part of the next scheduled product release for the identified version.</p> <p>Low and Medium Priority defects will not normally be reviewed for inclusion in scheduled Update releases. However, they will be reviewed for possible inclusion in Platform and Major version releases.</p>
<p>Enhancement Requests Requests for application improvements or functionality modifications. Examples include requests to add additional functionality or to change the current behavior of the software</p>	<p>Product Enhancement Consideration</p> <p>Enhancement Request tickets that are submitted to Customer Care will be logged internally and the Customer Care Ticket will be marked as Closed. Planview Product Management reviews Enhancement Requests periodically in conjunction with the planning of future releases. Direct feedback will not be provided to customers via Customer Care or Product Management for submitted Enhancement Requests.</p> <p>Approved enhancement requests will be slotted for consideration in a future release and will be reflected in the Software Release Notes.</p>

Software Updates and Releases

Customers who purchase Planview Annual Maintenance and Support or are a SaaS licensed customer receive new Planview software releases to the software products which they license. Planview will ship each new software release to any such customer or install the new release for SaaS Customers upon request. The general categories of releases are as follows:

- Platform
- Major
- Maintenance

Note: Planview recommends that customers not apply updates directly to production systems without first verifying the update in a test environment.

Software Versioning

Planview’s approach to Software releases is tied to its Software versioning policy. Planview uses a three number convention, “X.Y.Z”, which is used as follows: X denotes the Platform release; Y denotes the Major release; Z denotes a Maintenance Release.

#	Guideline
1.Y.Z	<u>Platform Release:</u> Significant technical change in the architecture; introduction of a new software product module; and/or a major functional change to an existing software product module.
X.1.Z	<u>Major Release:</u> Basic architecture of software remains the same with introduction of new functionality. Major Releases typically have an upgrade path from the immediate predecessor. Product Enhancements are typically introduced in Major Releases.
X.Y.1	<u>Maintenance Release:</u> Compilation of fixes to address reported defects. Maintenance Releases are designed to be cumulative in nature across each of the Planview tiers and do not typically include enhancements.

Description of Release Types and Support Timelines

Platform

Planview will make a Platform release available approximately every 24 to 36 months. When a Platform release is made available, Product Development will support the previous Platform and/or Major release for ~12 months with new Maintenance Releases and/or Controlled Release updates.

Major

Planview will make a Major release available approximately every 6 to 9 months. When a new Major release is made available, Product Development will support the previous Major release for ~12 months with Maintenance Releases and/or Controlled-Release updates.

Maintenance Release

Maintenance Releases are designed to address sets of specific product issues/defects.

- Planview issues new Maintenance Releases, as needed, for each fully supported Platform/Major version of the application.
- Maintenance Releases are cumulative and will include all previously released updates for a given version. A cumulative Maintenance Release includes fixes for all product functionality in one build, allowing customers to install only the latest Maintenance Release.
- Not all reported defects will be addressed within a Maintenance Release. In some cases, the reported issue may be addressed in a future Platform or Major release.
- Maintenance Release may include fixes for the Web tier, Application tier, Reporting Tier and Data tier. Fixes for other components will be scheduled in an update periodically, depending on need.

Requests for Support for Unsupported Versions

Once a software version is no longer covered under Full Support, a customer may still request that a fix be made to the unsupported version. Customer Care will escalate the request to the Product Management for review and consideration and Customer Care will provide a comprehensive response.

Other Types of Updates

Controlled-Release Update

Product Management may decide to release an update before the next general Maintenance Release, if the problem reported is causing the system to be inoperable, or is interrupting the customer's critical business processes and does not have a viable work-around. The decision to release a Controlled-Release Update (CR Update) will be made by representatives from Product Management, Product Development and Customer Care. The updates may contain one or more fixes, depending on what has been reported. Each Controlled-Release Update will be cumulative for a given Platform/Major/Maintenance Release version of the application. In addition, CR Updates are only unit tested by Product Development. As with any release, these fixes should not be applied directly to Production without proper testing.

Documentation Update

A Documentation update may include, but is not limited to, user manuals, training materials, product descriptions and specifications, technical manuals, and other printed information relating to the Software. Documentation updates may be distributed in print, electronically, CD-ROM or video format. Each Documentation update provides updated information on the Software. Documentation updates are made available via <https://www.PlanviewPRISMS.com/>, Intelligent Help files or on the Customer Care Portal.

1. WORK ACTIVITIES AND DELIVERABLES

The State will implement Planview Enterprise and Analytics and Reporting in no less than two releases. Each of these releases will involve the work activities and deliverables as defined below.

- a. High Level Solution – Contractor will make available an instance of Planview Enterprise (RPM Solution Showcase) that is pre-configured with a set of capabilities and analytics similar to those desired by the State. The Contractor and the State will review the pre-configured set of capabilities and analytics to validate their understanding of the implementation goals and desired outcomes.

The Contractor will:

- Perform a detailed walk-through with the State of the pre-configured set of capabilities and analytics to help familiarize the State with the application and the in-scope capability constructs.
- Confirm solution scope definition as documented in Attachment C, including the State's business drivers, supporting analytics and required capabilities. Update as needed for any scope changes.
- Modify State Solution Analytics Guide as needed for any scope changes.
- Work with the State core team members to create an initial stakeholder matrix and draft communication plan for State execution.
- Review State required design inputs preparation necessary to the implementation next steps based on the defined scope.
- Setup the core team e-learning enablement path and provide an overview to the State core team on how to access e-learning and their enablement assignments.
- Assist State to develop a resourced implementation plan.

Contractor Deliverables:

- RPM Solution Showcase database (hosted Planview instance)
- RPM Capability Concept Diagram (CCD) Handout
- RPM Design Input Preparation Guide
- Initial implementation plan
- Draft stakeholder matrix and communication plan

State Responsibilities:

- State will be responsible for all internal marketing related activities and coordination.
- State will designate an Implementation Project Manager, Planview Administrator, and Process Architect to participate and assist throughout the entire duration of the implementation prior to the start of this activity.
- State will perform all project management duties including but not limited to management and maintenance of the overall project and project plan. Contractor will assist and provide input on Planview-specific elements.

- b. Process Alignment - Contractor will work with State to align the State's current or to-be processes to support the enablement of the validated analytics and functional capabilities and identify any gaps that must be resolved prior to the Solution Alignment activity.

Contractor will:

- Review existing or to-be processes (if different) with State to understand process steps, frequency, ownership with State, and desired change (if any) for implementation.
- Overlay Planview's PRISMS best-practice processes to help identify gaps and discuss recommendations for filling any gaps noted.
- Work with State to create a solution process framework of consolidated process information (e.g. swim-lane diagrams).

- Contractor will assist State to:
 - Confirm the resourced implementation plan.
 - Define the scope and order for the solution alignment sessions.
 - Define initial rollout approach.

Contractor Deliverables:

- Solution process framework diagram(s) in Visio format
- Initial implementation plan

State Responsibilities:

- State core team will complete all assigned e-learning activities prior to the start of the process alignment activity.
- State will have existing and, if different, desired “to-be” processes documented and agreed prior to start of Planview alignment activities.

- c. Enablement Strategy - Contractor will conduct an Enablement Strategy Workshop to define on-going communication, marketing, and education plan for State’s upcoming releases of Planview Enterprise. The Enablement Strategy Workshop is intended to facilitate conversations around change management strategies. The resulting deliverables will provide a go-forward structure for managing a communication, marketing, and education plan.

Contractor Deliverables:

- Preliminary communication plan, along with timelines, roles and responsibilities
- Documented internal marketing strategy, along with timelines, roles and responsibilities
- Documented education plan, along with timelines, roles and responsibilities
- White papers, presentations, training and change management templates, where appropriate, and as determined through the course of the workshop.

State Responsibilities:

- State will be responsible for all internal marketing related activities and coordination.

- d. Iterative Solution Alignment - Contractor and State will leverage the High Level Solution and the Process Alignment work performed to align the Planview application solution configuration to support the desired outcomes.

Contractor will:

- Review design inputs information prepared by State and use as initial input to the alignment decisions in this step.
- Review the Capability Concept Diagram (CCD) document and review key design elements and decisions with State core team and subject matter experts.
- Contractor will conduct a series of up to five, one-week iterative configuration alignment cycles as defined in the implementation plan.
- Iterative sessions will consist of:
 - Process framework agreement.
 - Solution configuration alignment.
 - State validation of the solution iteration.
- Work with State’s Planview Administrator and Process Architect to configure State’s instance of Planview Enterprise.
- Update the State Solution Analytics Guide as needed for State specific design elements.

Contractor Deliverables:

- Solution aligned to meet agreed, in scope capabilities
- State Solution Analytics Guide (updated)

State Responsibilities:

- State will complete needed design inputs information and other needed preparation activities prior to the start of Planview alignment activities.

Assumptions:

- Solution Alignment activities will take place using State's development environment within the Planview Technical Environment.

- e. Solution Review - Using the State's configured Planview solution, Contractor and State will verify the delivered analytics to support State's business goals, and then walk through system use to validate that configured and enabled capabilities function as required to support the analytics.

Contractor will:

- Guide State through use of the Planview application using the processes outlined in the State Solution Process Framework and employing the capabilities detailed in the Capability Concept Diagram and Solution Definition to confirm the configuration is enabled to execute the process and collect necessary data required to deliver the identified analytics.
- Guide State through a review of State specific analytics to confirm they meet State needs as identified in the Solution Scope Definition and State Solution Analytics Guide.
- Prepare a Rollout Transition Guide for outlining make-ready activities required to deploy the application along with ownership and timetable for completion.
- Prepare an Executive Solution Summary and review with the State's executive stakeholders and set rollout schedule.
- Package all deliverables and deliver to State for their documentation and future use.

Contractor Deliverables:

- Validated Planview solution
- Rollout Transition Guide
- Executive Solution Summary

State Responsibilities:

- State is responsible for all data input activities to support Solution Review and Production environment population.
- State is responsible for completing all outstanding items identified in the Roll-out Transition Guide following the Solution Review activity.

Assumptions:

- Solution Review activities will take place using State's development environment within the Planview Technical Environment. Contractor and State will work to move confirmed solution to State's production system (see Make Ready activities).

- f. Make Ready - Following completion of Solution Review, State is now positioned to make final preparations for roll-out of the solution to State Users. Contractor will provide up to five days of make ready assistance conducted prior to go-live to be coordinated and mutually scheduled with State. Such activities may include:

- Assist State Planview Administrator and Process Architect in transferring the solution configuration from State's development to production environment (as needed).
- Provide as-needed guidance and assistance with reporting and analytics roll-out.
- Provide roll-out support and assistance.

Contractor Deliverables:

- Consulting assistance as outlined above

Assumptions:

- Make ready support is provided as a pre-production service only.
- g. Insight Analytics (IA) Enablement – The Contractor will support the configuration of the Analytics and Reporting for use by the State. All of the following work items will be performed by the Contractor remotely, through conference calls, web viewing sessions, and off-site development.
- Contractor will conduct a conceptual and foundational walk-through of core capability of Insight Analytics with the State core team.
 - Contractor will provide key administrative documentation and perform an Insight Analytics Administrative Readiness Review to ensure that all aspects of the Insight Analytics product are ready for the Mentoring sessions.
 - Contractor will create an IA Configuration Alignment Worksheet based on Planview Enterprise Database configuration to identify the subset of structures and fields to be added to the cubes.
 - Insight Analytics utilizes OLAP analysis “cubes” which store data optimized for analysis using Microsoft’s SQL Server Analysis Services. Contractor will provide certain standard cubes which may be tailored to include certain State-specific elements.
 - Contractor will extend the base Planview Insight Analytics OLAP cubes to align with the State’s Planview Enterprise configuration. Based cubes to be modified include the enterprise portfolio management cube (EPM), the enterprise portfolio management financial cube (FM EPM), and the project management financial cube (FM PPM).
 - Contractor will deliver cube(s) with an IA Cube Showcase Excel document that provides example usages of the States’ configured cube.
 - Contractor will conduct an Analytics Requirements Review with State to develop and document detailed analytic requirements as well as estimate the work required to tailor the cube configuration to meet the State’s requirements.
 - Contractor will deliver all documents in one package with a one page overview of the engagement
 - IA Configuration Alignment Worksheet
 - IA Cube XMLA file(s)
 - IA Cube Showcase Excel and Standard IA Cube definition document
 - Excel worksheets developed, screenshots of Views
 - IA Next Steps document

Contractor Deliverables:

- IA Configuration Alignment Worksheet
- IA Cube aligned to Client configuration
- IA Cube Showcase Excel document
- IA Analytic Review Document
- Standard IA Cube Definition Document

2. IN-SCOPE CAPABILITIES AND ANALYTICS ENABLEMENT

The State will implement Planview Enterprise and Analytics and Reporting in no less than two releases. The in-scope capabilities and analytics to be enabled within Release One and Release Two are as described below.

- a. Release One In-Scope Capability Definitions. The State User having the applicable role and security access:

Investment Lifecycles

- Will have a structured process framework for progressing projects through their lifecycles:
 - Estimation and approval
 - Initiation
 - Execution, using simple stage gate based checklists to control the progression of the project through the stages/phases of the State's project execution methodology
 - Closure
- Will have the ability to ensure specific criteria are met before a project moves from one phase to the next.
- Will have the ability to route new work through the approval process ensuring compliance to process.
- Will have the ability to govern the overall pipeline of projects in a consistent manner.
- Will have different lifecycle processes that are work type specific (up to 3 work types).

Strategic Planning

- Will have the ability to categorize strategic investments in a central system, separately from the projects that support their delivery.
- Will have the ability to define and manage a plan of strategic investments and programs, based on the strategic mission, goals and objectives of the organization.
- Will have the ability to plan and approve investments that are aligned with this plan.
- Will have the ability to manage and track the execution of strategic investments through associated projects.
- Will have the ability to distil the organizational investment budget into "change the organization" and "run the organization" costs, and into initiatives and programs that reflect the organization's investment hierarchy.

Strategic Alignment

- Will have the ability to assess potential investments to determine their alignment with, and contribution to, the strategic plan of the organization.

Scoring & Priority

- Will have a systematic way to apply a scoring and prioritization model to investments (projects) that can be used when comparing against other projects.
- Will have the ability to stack rank all work or sub-sets of work to make informed decisions.
- As business changes, will have the ability to reset priorities to follow the change.
- Will have the ability to see what work may be appropriate to stop when new, higher priority work comes in.

Financial Planning

- Will have a consistent methodology to estimate the costs, effort and benefits of investments.
- Will understand the expected Return on Investment (ROI).
- Will have the ability to estimate the effort required to deliver the project at the organization/resource role level in the financial plan.
- Will have a way to iteratively estimate work, improving forecasts as estimates are refined.

- Will have a way to regularly review expected versus actual spend.
- Will optionally have the ability to utilize the project planning capability earlier in the business process to determine estimated effort and costs from a high level project plan (Project Planning Capability).

Scenarios

- Will have the ability to use investment planning scenarios to provide what-if modelling capabilities.
- Will have the ability to create and review different scenarios before making decisions.
- Will have the ability to use scenario modelling (what-if) to provide the Portfolio Manager (Decision Makers) with the ability to model the impact of changes to the following dimensions of the portfolio:
 - Investments in/out of portfolio
 - Adjust timing and duration of investment
 - Financial and effort profile of the investment
 - Financial and capacity profile of the portfolio targets
 - Scoring model weighting
- Will have the ability to use scenarios to store snapshots of the portfolio for time trended comparisons.

Investment Approval

- Will have the mechanism to collect together all potential new investments and carry out an assessment and approval in the content of the whole portfolio, including the current inflight investments.
- Will have the ability to balance the portfolio of new and existing investments against targets for the portfolio. These targets can be cost, benefit, revenue or resource capacity based.
- Will have the ability to periodically review the whole portfolio (in flight and new investments) and determine whether inflight investments still qualify for inclusion in the portfolio:
 - Are they still aligned with strategic objectives/prioritization,
 - Are they still on track to deliver benefits/ROI,
 - Are costs/timescales escalating such that the business case and ROI is adversely affected.
- Will have the ability to view and sort potential investments by not only cost, effort, or benefit but also other factors such as Score, Gate, or Stage.

Fund/Authorize

- Will have the ability to set Investment targets for portfolio(s) of work.
- Will have the ability to define and/or reserve the available financial funding for investment portfolio(s) of projects
- Will have the ability to draw down against funding allocations when investments (projects) are approved.
- Will have the ability to see at any time what funding is committed as well as uncommitted.
- Will have the ability to capture future performance measurement and monitoring when work is approved.

Current Capacity

- Will have the ability to manage a summarized view of organizational capacity which is used as capacity (and cost of capacity) targets in the investment portfolio.
- Will have the ability to see whether the organization can meet its current demand based on the current available headcount.

Sourcing Plan

- Will have the ability to model future capacity needs to deliver the portfolio including the proactive adjustment and forecasting of future changes in capacity, to meet demand.

Resource Information

- Will have a single repository representing our enterprise resource pool.
- Will have the ability to define the organizational structure and dimensions through the configuration of a resource structure and State specific resource data model.
- Will have the ability to determine organizational capacity to deliver work through the resource data.

Rates

- Will have a system that represents the State's internal and external resource rates.
- Will be able to modify rates as the model requires.
- Will have the ability to determine the cost of planned and actual effort by applying the State's business rules and rates.

Project Information

- Will have the ability to view a register of all projects and work, categorized and described with State specific data and information needs.
- Will have a single system that enables capturing of project demographics at various stages of the project lifecycle.
- Will have the ability to set a minimum level of required categorization/descriptive information.
- Will have the ability to share project information with appropriate constituents.
- Will have the ability to enable or restrict access to project information.
- Will have the ability to group projects into portfolios based on the State data model.
- Will have the ability to carry out subsequent investment management and work execution against these projects.

Planning

- Will have the ability to initiate an approved investment (project) and develop a schedule and a baseline schedule for the project composed of Phases/Stages, activities, tasks, and milestones at a high or detailed level.
- Will have the ability to use work type specific templates to ensure the adoption of planning standards and increase efficiency.
- Will have the ability to plan the resources required to deliver the work.
- Will have the ability to determine role based resource demand (Requirements).
- Will have the ability to soft book named resources (Reservations).
- Will have the ability to assign named resources to planned work (Allocations).
- Will have the ability to plan non-resource costs (Expenditures).
- Will have the ability to use a rolling wave planning approach.
- Will have the ability to take snapshots of the project schedule (baselines) at various points in the lifecycle.

Financial Management

- Will have the ability to manage financial data and summarized high level required role effort data associated with each project.
- Will have the ability to create high level estimates, feeding the investment approval/portfolio planning process.
- Will have the ability to create an approved baseline budget.
- Will have the ability to forecast budget to complete.
- Will have the ability to generate variance reporting.
- Will have the ability to roll up financial data into portfolio planning (Investment Management).
- Will have the ability to determine, based on the project status reporting cycle, what a project had estimated and what has been forecasted.

- b. Release One In-Scope Analytics Enablement. In addition to the intra-application views and reports that will be delivered through the Solution Alignment, the following reports and analytics will be delivered. Reports and Analytics will be delivered using Microsoft Reporting Services. Tiles and other on screen analytics will be enabled through detailed configuration.

Area	Screen/Output	Summary Description
Work (Projects)	Work Portfolio View	Interactive screen for a portfolio of projects. Data displayed is based on configurable columns sets that summarize schedule, effort, cost, status attributes, categorization attributes and responsibility information for each project in the portfolio.
	Financial Planning Summary	Work portfolio summary and single project detail screens that allow the management of project financial (cost, benefit and revenue) data and high level resource effort data. Configurable columns and column sets ensure that KPIs and variances can be calculated, summarized and highlighted.
Resources	Organizational Resource Utilization	Screen for Resource Managers that provides summarized view of demand (role based).
Investment Planning	Investment Planning Manager	Shows the available amount of capacity (either funds or resources) versus the planned demand (cost or effort) for a series of investments (work, products, or strategies) along with factors needed to make go/no-go decisions on those investments.
	Capacity Financial Planning	When based on funding targets, shows the available amount of spend for the department, division, etc. When used for high-level capacity planning, shows the available amount of resources over time based on calendar, vacation, and current committed workload.
Strategy	Strategy Portfolio View	Interactive screen for a portfolio of strategic programs. Data displayed is based on configurable columns sets that summarize schedule, effort, cost, status attributes, categorization attributes and responsibility information for each program in the portfolio.

Area	Screen/Output	Summary Description
Strategy	Strategy Financial Planning	Strategic portfolio summary and single strategy detail screens that allow the management of program financial (cost, benefit and revenue) from the projects that support them. Configurable columns and column sets ensure that KPIs and variances can be calculated, summarized and highlighted.

Area	Analytic	Summary Description
Portfolio Metrics	WRK01 – Project Pipeline Matrix	Bubble chart that allows project measures (such as cost of effort) to be plotted against project status dimensions (such as lifecycle stage and project condition), providing a value vs. cost visualization of the portfolio.
	WRK02 – Work Portfolio Balance	Provides Project Count by dynamic selection of single-select work attributes.
	WRK03 – Project Portfolio RYG/RAG Project Condition History	Provides summarization of current RYG (Red/Yellow/Green) RAG (Red/Amber/Green) status of projects and how projects are trending over time.
Financials	WRK04 – Portfolio Financial Health	Provides summarization of financial health by measuring financial variance for all projects in the portfolio over a specified time period.
Work Metrics	WRK06 – Work Portfolio Effort Analysis	Provides summarization of project/work effort, with drill down to detailed project and resource hours. Option to show scheduled only for Release 1.
	WRK15 – Milestone Status	Work portfolio based report that counts and categorizes milestones across the portfolio. Milestones are categorized according to a milestone type (for example, Governance Milestone, Project Milestone) and grouped as either On Time/Early or Late, compared to the active schedule baseline or as Dates Not Set, meaning they have not been planned.

Area	Analytic	Summary Description
Adoption Metrics	WRK19 – Work Attribute Change History	<p>Analytic that is designed to give visibility into the health of data about projects and the effectiveness of adoption of the Planview solution.</p> <p>Reports on changes in the value of key work attributes, such as work status, priority, lifecycle stage, investment approval status and plots the number of times an attribute is changed each month.</p>
Portfolio Health	WRK12 – Portfolio Project Health	Provides one line summary per project in the portfolio.
	WRK14 – Project Highlight Report	One page status/highlight report, available for work portfolio or single project.
Projects	WRK14 – Project Highlight Report	One page status/highlight report, available for work portfolio or single project.
	PRJ01 – Project Effort Summary by Resource > Activity	Project specific summary of all effort planned or reported against the project, drillable to the activity, resource and day.
	PRJ02 – Project Activity Effort Summary	Project specific summary of all effort planned or reported against the project, drillable to the activity, and day.
	PRJ03 – Project Activity Effort Summary by Resource	Project specific summary of all effort planned or reported against the project, drillable to the activity, resource and day.
Portfolio Metrics	RES01 – Resource Portfolio Analysis	Resource Portfolio based analytic that allows analysis of the resources by any single select resource alternate structure. Further analyses via a second organizational structure attribute.
	RES10 – Resource Details	Table listing all resource (and associated user) information and attributes.

Area	Analytic	Summary Description
Supply/ Demand	RES03 – Resource Portfolio Supply and Demand	Organizational (through a resource portfolio) view of resource capacity and the demand against that capacity. The demand is based on requirements, reserves and allocations in the project schedules. Data can be pivoted by different resource dimensions, time sliced in weeks or months and displayed in hours, days or FTEs.
Resource Utilization	RES06 – Resource Management Health	<p>Organizational (through a resource portfolio) view of resource utilization, based on the different Planview assignment types, requirements, reserves and allocations in the project schedules. By selecting a time slice – for example “next month” – the graph will plot the number of resources with forward looking utilization in different bands. Data can be sliced by a resource attribute.</p> <p>Objective is to optimize next month resource utilization in the 80-120% bands.</p>
Investment Planning	IPM01 – Investment Planning Demand vs. Portfolio Targets	<p>This analytic provides a summarization of the data in an Investment Planning portfolio/scenario combination. It provides a time phased view of the portfolio demand and supply, drillable by demand planning line attribute and drillable to the level of each individual investment.</p> <p>Supports project, strategy and product based portfolios.</p>
	IPM02 – Investment Priority Matrix	<p>Investment Planning Portfolio analytic that visualizes the measures and dimensions of each investment in the portfolio.</p> <p>Measures include all financial and effort metrics of the investments, plus prioritization scoring results.</p> <p>Dimensions are based on investment categories, statuses and attributes.</p>
	IPM03 – Investment Breakdown Area	Investment Planning Portfolio based analytic that visualizes the time profiling of investment portfolio summarized measures, such as costs and benefits.
	IPM04 – Investments Breakdown Pie	Investment Planning Portfolio based analytic that visualizes investment measures such as costs, benefits, revenue, resource demand, by investment categories/attributes.

Area	Analytic	Summary Description
Configuration	ADM01 – RPM report & Metadata Configuration	Used in the setup of the RPM Analytics
	ADM04 – Configuration Summary	Formatted summary of system configuration
Access	ADM09 – Grant Audit	Analysis of user grants
	ADM10 – User Last Log On Analysis	Analysis of when each user last logged on

Area	Tile	Description
My Planview	Active Lifecycle Steps	List of active lifecycle steps for the logged on user
	Favorite Portfolio Analysis	List of work portfolios that have been flagged as favorite
	Favorite Projects	List of projects that have been flagged as favorite
Resource Portfolio	Resource Details	List of resources in the portfolio. Proxy for the Portfolio View/Grid which is not available in PVE11
Work Portfolio	Active Lifecycle Steps	List of all lifecycle steps that are active on the projects in the portfolio
	Governance Stage Gates	Project entity tile that shows the status of the project in the customer delivery governance process.
	Milestones	List of all active milestones on the projects in the portfolio
	Projects Over Budget	List of the projects in the portfolio that are forecasting a cost overrun against their approved budget
	Red and Amber Projects	Projects reporting an adverse overall RAG/RYG status

Area	Tile	Description
Administrator	System Status	My Planview tile that lists status of key system functions and batch jobs
	System Status Issues	My Planview tile that lists status of key system functions and batch jobs that are stale or require action
	Users	List of active users with last log in date and time details

- c. Release Two In-Scope Capability Definitions. The State User having the applicable role and security access:

Demand

- Will have the ability to create demand for resources through the work/project planning process.
- Will have the ability to define demand for resources to deliver work in terms of defined organizational resource roles that match the definition of the resource supply/capacity.
- Will have the ability to define role based demand in the project plan as Planview Resource “Requirements”, which is the mechanism by which project (and work) managers define demand to deliver work.
- Will have the ability to drive a request process between the project and resource manager using role based resource requests (Requirements), which feeds into the Assignments Capability.
- Will have the use of a single process for work managers to request resources against work.
- Will have the ability to see current amount of demand in various portfolios.
- Will have the ability to define demand in a way that matches our current organizational maturity for resources but is flexible for future use as well.
- Will have the ability to see and communicate aggregated demand over various horizons.

Assignments

- Will have the ability to fulfill demand by the assignment of named resources following on from the creation and approval of demand for work where demand for resources is expressed in terms of generic roles (organization resources).
- Will have the ability to vary the model for resource assignment based on the work type – project work or other planned work.
- Will have the ability to choose to do named resource assignment at different levels (of work and time granularity).
- Will have the ability to determine who is working on which project, and at what level of commitment through Resource Assignment management.
- Will have the ability to manage Resource Activity based on detailed work plans and the assignment of resources to complete planned activities.
- Will have the ability to understand who is working on what and when, and where there are under or over allocations of assignments.

Status

- Will have the ability to utilize timesheets to provide the feedback loop (resources reporting the hours worked each day to both planned and unplanned work).
- Will have the ability to utilize timesheets for collecting the actual effort (and cost of this effort) that has been completed and for determining actual dates for project activities.
- Will have a single system to allow resources to record their time against planned and/or unplanned work.

- Will have a way for managers to approve or reject timesheets.

Planning

- Will have the ability to initiate an approved investment (project) and develop a schedule and a baseline schedule for the project composed of Phases/Stages, activities, tasks, and milestones at a high or detailed level.
- Will have the ability to use work type specific templates to ensure the adoption of planning standards and increase efficiency.
- Will have the ability to plan the resources required to deliver the work.
- Will have the ability to determine role based resource demand (Requirements).
- Will have the ability to soft book named resources (Reservations).
- Will have the ability to assign named resources to planned work (Allocations).
- Will have the ability to plan non-resource costs (Expenditures).
- Will have the ability to use a rolling wave planning approach.
- Will have the ability to take snapshots of the project schedule (baselines) at various points in the lifecycle.

Financial Management

- Will have the ability to manage financial data and summarized high level required role effort and non-labor data associated with each project.
- Will have the ability to create high level estimates, feeding the investment approval/portfolio planning process.
- Will have the ability to create an approved baseline budget.
- Will have the ability to capture Actuals to date.
- Will have the ability to forecast budget to complete.
- Will have the ability to generate variance reporting.
- Will have the ability to roll up financial data into portfolio planning (Investment Management).
- Will have the ability to determine, based on the project status reporting cycle, what a project had estimated and what has been forecasted.
- Will have the ability to see projects that are significantly over spending to determine if they should be cut.
- Will have the ability to see projects that are under spending where resources can be reallocated to other projects needing an infusion.

Project Execution

- Will have the ability to manage the project through execution, including:
 - Monitoring and progressing of the schedule - Actuals
 - Maintenance of the schedule and reforecasting of remaining work based on progress
 - Monitoring against schedule and effort baselines
 - Monitoring of the project financials
 - Monitoring of financials against approved baseline budget
 - Controlling the progression of the project through execution governance stage gates
 - Reporting on project status, which feeds into project highlight report and portfolio health reports.

Risk Management

- Will have the ability to define and classify risks, at any level of the plan, and track risk ownership, mitigating actions and escalation.

Issue Management

- Will have the ability to define and classify issues, at any level of the plan, and to define the process to manage, resolve and escalate issues.

- Will have the ability to classify and categorize issues, allowing there to be a single project issue log, with issues of different types visible at different levels in the organization.

Change Management

- Will have the ability to define and classify project change requests, and define a process to manage, assess, and approve change requests.

Closure

- Will have the ability to confirm that project objectives have been met, and that satisfaction has been achieved and products are ready to move into operational/maintenance status before project is closed to prevent accumulation of additional time and costs.

Resource Availability Management

- Will have the ability to manage the non-availability of resources.
- Will have the ability to create “planned standard activities” to remove capacity from within the resource calendars.
- Will have the ability to use standard activities to commit organizational capacity to administrative and overhead tasks.
- Will have the ability to track actual time “lost” to non-production time through the resource timesheet by booking actual hours to the same standard activity classifications.

Other Planned/Unplanned Work

- Will have the ability to define two types of work within the “work” portfolio – project work and on-going maintenance/support work (Keep the Lights On or KLO).
- Will have the ability to ensure that there is a process in place to capture the demand for on-going work and to manage the resource commitments to this work.

d. Release Two In-Scope Analytics Enablement. In addition to the intra-application views and reports that will be delivered through the Solution Alignment, the following reports and analytics will be delivered. Reports and Analytics will be delivered using Microsoft Reporting Services. Tiles and other on screen analytics will be enabled through detailed configuration.

Area	Analytic	Summary Description
Financials	WRK04 – Portfolio Financial Health	Provides summarization of financial health by measuring financial variance for all projects in the portfolio over a specified time period.
Work Metrics	WRK06 – Work Portfolio Effort Analysis	Provides summarization of project/work effort, with drill down to detailed project and resource hours. Option to show scheduled, actual or all effort
Projects	PRJ04 – Project Activity Effort Activity > Resource	Project specific summary of timesheet information, based on a start/end date time parameter. Shows each resource, activity(s) worked on, daily hours reported and remarks from the time reporter.
Changes, Risk, and Issues	WRK08 – Change Request Matrix	Change Request Log summary for a portfolio of projects. Matrix is used to classify change requests by two parameterized attributes, including project name. Matrix is drillable to slice/dice the list of change requests. Table shows key change request fields, attributes, ownership and date information.

Area	Analytic	Summary Description
Changes, Risk, and Issues	WRK09 – Risk Matrix	Risk Register summary for a portfolio of projects. Matrix is used to classify risk by two parameterized attributes, including project name. Matrix is drillable to slice/dice the list of risks. Table shows key risk fields, attributes, ownership and date information.
	WRK11 – Issue Analysis	Issue Log summary for a portfolio of projects. Matrix is used to classify issues by two parameterized attributes, including project name. Matrix is drillable to slice/dice the list of change requests. Table shows key issue fields, attributes, ownership and date information.
	WRK21 – Change Request History Analysis	Change Request Register analysis for a portfolio of projects. Used to analyse the volume and type of change requests and rate at which they are being raised and closed. Chart is drillable to slice/dice the list of change requests by a change request attribute, or by project name. Table shows key change request fields, attributes, ownership and date information.
	WRK22 – Risk History Analysis	Risk Register analysis for a portfolio of projects. Used to analyze the volume and type of risks and rate at which they are being raised and closed. Chart is drillable to slice/dice the list of risks by a risk attribute, or by project name. Table shows key risk fields, attributes, ownership and date information.
	WRK23 – Issue History Analysis	Issue Log analysis for a portfolio of projects. Used to analyze the volume and type of issues and rate at which they are being raised and closed. Chart is drillable to slice/dice the list of issues by an issue attribute, or by project name. Table shows key issue fields, attributes, ownership and date information.
Resource Utilization	RES04 – Resource Portfolio Effort Analysis	Resource Portfolio based analytic that allows time phased analysis of the actual effort reported by the resources through timesheets and/or the effort scheduled for these resources. Schedule effort includes planned standard activities, reserves and allocations. Data can be sorted by work/activity/resource attributes and is time sliced and drillable, by year and month/week.

Area	Analytic	Summary Description
Resource Utilization	RES06 – Resource Management Health	Organizational (through a resource portfolio) view of resource utilization, based on the different Planview assignment types; requirements, reserves and allocations in the project schedules. By selecting a time slice – for example next month – the graph will plot the number of resources with forward looking utilization in different bands. Data can be sliced by a resource attribute. Objective is to optimize next month resource utilization in the 80-120% bands.
Timesheets and Actuals	RES08- Timesheet Compliance	Organizational (through a resource portfolio) view of compliance to timesheet submission (signing) and approval deadlines.

Area	Title	Description
My Planview	Overdue Timesheets	List of overdue (late) and disapproved timesheets for the logged on user
	Favorite Resources Timesheets	List of timesheets requiring attention for resources that have been marked as favorites.
	My Risks	List of active risks owned by the logged in user
	My Issues	List of active issues owned by the logged in user
	My Change Requests	List of active change requests owned by the logged in user
Resource Portfolio	Overdue Timesheets	List of overdue (late) and disapproved timesheets for the resources in the portfolio
	Disapproved Timesheets	List of disapproved (rejected) timesheets for the resources in the portfolio
	Timesheets for Approval	List of timesheets requiring approval for the resources in the portfolio

Area	Tile	Description
Resource Portfolio	Pending Assignments	List of all resource assignments that are outstanding and require action, including; <ul style="list-style-type: none"> • Open Requirements • Reserves and Allocations that are Requested and awaiting Resource Manager Approval • Out of Tolerance Reserves and Allocations
	Resource Details	List of resources in the portfolio Proxy for the Portfolio View/Grid which is not available in PVE11
Work Portfolio	Timesheets for Approval	List of timesheet hours reported against the projects in the portfolio that require approval by the Project manager
	Disapproved Timesheets	List of timesheet hours reported against the projects in the portfolio that have been disapproved
	In Progress Timesheets	List of timesheets, for the current week, that are in progress and are being completed by project resources
	Unprogressed Timesheets	List of timesheets that have been approved but not yet progressed as actuals
	Pending Assignments	List of all resource assignments that are outstanding and require action, including; <ul style="list-style-type: none"> • Open Requirements • Reserves and Allocations that are Requested and awaiting Resource Manager Approval • Denied Reserves and Allocations
	Inter-Project Dependencies	Lists any dependencies with other projects;
	Active Risks & All Risks	List of all project risks, either just active statuses, or all statuses
	Active Issues & All Issues	List of all project issues, either just active statuses, or all statuses
Active Change Requests & All Change Requests	List of all project change requests, either just active statuses, or all statuses	



Enterprise Technology Architecture

Standard Products

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Submitted to:

State of Tennessee Office for Information Resources Executive Leadership Team

Executive Sponsor: Mark Bengel

State of Tennessee Chief Information Officer

Department of Finance and Administration

Office for Information Resources

Technology Architecture Framework

The State of Tennessee Information Systems Council (ISC) has assigned the responsibility for the development of the State's Technology Architecture to the Office for Information Resources. The Technology Architecture is an integral part of the Enterprise Architecture and is the official publication documenting information technology products and standards.

Technology Architecture Standards are applicable to all state agencies (e.g., departments, boards, commissions, offices, and institutions of the state) and extend to vendors contracted to work for state agencies. Exceptions to Enterprise Architecture standards are governed by the Waiver/Exception process (see Appendix A).

The Technology Architecture establishes technical requirements which govern the planning, acquisition, use, and management of information technology resources. It organizes, classifies, and categorizes them in an orderly framework of Domains, Disciplines and Technology Areas. The concept of domains, disciplines and technology areas are aligned with the National Association of State Chief Information Officers (NASCIO) Enterprise Architecture Toolkit.

Technology Architecture Domains

The Technology Architecture Domains are listed below with a brief description.

Application

The Application Domain documents the languages, tools and utilities to design, build, deploy, operate and maintain the State's applications.

Collaboration

The Collaboration Domain identifies standards and components that facilitate interaction of the workforce and promote group productivity.

Data

The Data Domain addresses technology requirements for the storage and management of critical State data in electronic form.

Information

The Information Domain addresses technology requirements for development and maintenance of areas requiring significant multi-agency coordination in the context of enterprise data and resource management.

Network

The Network Domain documents the technology required to support the movement of electronic information and to support the voice, data and video infrastructures.

Platform

The Platform Domain identifies technology hardware platforms and the related operating systems to support the current and future business requirements, standardizes configurations and defines host communications.

Security

The Security Domain provides for integrating security services, mechanisms, objects and management functions, across multiple hardware and software platforms and networks.

Systems Management

The Systems Management Domain defines the framework for efficient and effective management of the State's information processing environment, including monitoring and management of peripheral devices, processes for production systems, and the capability to recover the production environment in part or in whole.

Technology Architecture Product Phases

The Technology Architecture Products component facilitates planning by identifying a lifecycle phase for each standard product. The phases are listed below with a brief description.

Emerging

Technologies that, while possibly accepted as well utilized throughout the industry, are new to the enterprise. It is generally understood that emerging technologies be considered carefully before implementing in the enterprise-wide architecture. It is therefore recommended that, for initial implementation, emerging technologies be limited to smaller, non-mission-critical projects until it is proven that they can be integrated successfully into the existing enterprise architecture. Use of emerging technology products requires an approved standards exception.

Current

Technologies that are the current standard for use within the enterprise, and tested and generally accepted as standard within the industry. These items comply with or support the principles listed for the discipline.

Twilight

Technologies being phased out by the enterprise but not yet having an established end date.

Obsolete

Technologies that have been phased out and cannot be used within the organization past a specific date.

Removed

Items that are no longer part of the architecture (logically deleted)











