State of West Virginia
Master Agreement

Order Date: 07-01-2025

CORRECT ORDER NUMBER MUST APPEAR ON ALL PACKAGES, INVOICES, AND SHIPPING PAPERS. QUESTIONS CONCERNING THIS ORDER SHOULD BE DIRECTED TO THE DEPARTMENT CONTACT.

Order Number:	CMA 0313 0313 DEP2500000012 1	**Procurement Folder:**	1484950
Document Name:	DLR Procurement Management System	**Reason for Modification:**	
Document Description:	DLR Procurement Management System		
Procurement Type:	Central Master Agreement		
Buyer Name:	·		
Telephone:			
Email:			
Shipping Method:	Best Way	**Effective Start Date:**	2025-07-07
Free on Board:	FOB Dest, Freight Prepaid	**Effective End Date:**	2026-07-06

VENDOR

Vendor Customer Code: 000000195028
PLANET TECHNOLOGIES INC
9801 Washingtonian Center

Gaithersburg   MD   20878
US

Vendor Contact Phone: 3017210100   **Extension:**

Discount Details:

	Discount Allowed	**Discount Percentage**	**Discount Days**
#1	No	0.0000	0
#2	No		
#3	No		
#4	No		

DEPARTMENT CONTACT

Requestor Name:	Jessica S Chambers
Requestor Phone:	(304) 414-1140
Requestor Email:	jessica.s.chambers@wv.gov

2026
FILE LOCATION _____

INVOICE TO

ENVIRONMENTAL PROTECTION

OFFICE OF SPECIAL RECLAMATION

601 57TH ST SE

CHARLESTON   WV 25304

US

SHIP TO

STATE OF WEST VIRGINIA

VARIOUS LOCATIONS AS INDICATED BY ORDER

No City   WV 99999

US

CR 7-2-25

Purchasing Division's File Copy

Total Order Amount:	Open End

JA 7.1.25

PURCHASING DIVISION AUTHORIZATION
DATE: *7/01/2025*
ELECTRONIC SIGNATURE ON FILE

ATTORNEY GENERAL APPROVAL AS TO FORM
DATE:
ELECTRONIC SIGNATURE ON FILE
7/8/2025

ENCUMBRANCE CERTIFICATION
DATE: *7-8-25*
ELECTRONIC SIGNATURE ON FILE

Extended Description:

The vendor, Planet Techologies Inc., agrees to enter into this contract with the agency, The West Virginia Department of Environmental Protection, Division of Land Restoration to develop, implement, and provide training & support for a Procurement Management System per specifications, terms and conditions, Addendum #1 issued 10/7/2024, Addendum #2 issued 10/10/2024, and the vendors submitted proposal dated 10/16/2024 all incorporated herein by reference and made a part hereof.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
1	81111500				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Discovery & Planning Phase

Extended Description:
Discovery & Planning Phase. $39,550.00 See Pricing Page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
2	81111500				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Development, Implementation & Integration

Extended Description:
Development, Implementation & Integration $124,900.00 See attached Pricing Page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
3	81111500				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Consultant

Extended Description:
Consultant Hours - Includes user & admin training, post-implementation customization, and consultation as needed. $233.33 per hour. See attached Pricing Page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
4	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Year 1 Maintenance & Support Services

Extended Description:
Year 1 Maintenance & Support Services. $16,445.00 See attached pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
5	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Year 2 Maintenance & Support Services

Extended Description:
Year 2 Maintenance & Support Services. $16,774.00 See attached pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
6	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Year 3 Maintenance & Support Services

Extended Description:
Year 3 Maintenance & Support Services $17,109.00. See attached pricing page

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
7	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Year 4 Maintenance & Support Services

Extended Description:
Year 4 Maintenance & Support Services. $17,452.00 See attached pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
8	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Year 5 Maintenance & Support Services

Extended Description:
Year 5 Maintenance & Support Services. $17,801.00 See attached pricing page.

Line	Commodity Code	Manufacturer	Model No	Unit	Unit Price
9	81112200				0.000000
	Service From	Service To		Service Contract Amount	
				0.00	

Commodity Line Description: Optional Renewal Year 6 - Maintenance & Support Services

Extended Description:
Optional Renewal Year 6 - Maintenance & Support Services $18,157.00. See attached pricing page

GENERAL TERMS AND CONDITIONS:

1. CONTRACTUAL AGREEMENT: Issuance of an Award Document signed by the Purchasing Division Director, or his designee, and approved as to form by the Attorney General's office constitutes acceptance by the State of this Contract made by and between the State of West Virginia and the Vendor. Vendor's signature on its bid, or on the Contract if the Contract is not the result of a bid solicitation, signifies Vendor's agreement to be bound by and accept the terms and conditions contained in this Contract.

2. DEFINITIONS: As used in this Solicitation/Contract, the following terms shall have the meanings attributed to them below. Additional definitions may be found in the specifications included with this Solicitation/Contract.

2.1. "Agency" or "Agencies" means the agency, board, commission, or other entity of the State of West Virginia that is identified on the first page of the Solicitation or any other public entity seeking to procure goods or services under this Contract.

2.2. "Bid" or "Proposal" means the vendors submitted response to this solicitation.

2.3. "Contract" means the binding agreement that is entered into between the State and the Vendor to provide the goods or services requested in the Solicitation.

2.4. "Director" means the Director of the West Virginia Department of Administration, Purchasing Division.

2.5. "Purchasing Division" means the West Virginia Department of Administration, Purchasing Division.

2.6. "Award Document" means the document signed by the Agency and the Purchasing Division, and approved as to form by the Attorney General, that identifies the Vendor as the contract holder.

2.7. "Solicitation" means the official notice of an opportunity to supply the State with goods or services that is published by the Purchasing Division.

2.8. "State" means the State of West Virginia and/or any of its agencies, commissions, boards, etc. as context requires.

2.9. "Vendor" or "Vendors" means any entity submitting a bid in response to the Solicitation, the entity that has been selected as the lowest responsible bidder, or the entity that has been awarded the Contract as context requires.

3. CONTRACT TERM; RENEWAL; EXTENSION: The term of this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below:

☑ **Term Contract**

Initial Contract Term: The Initial Contract Term will be for a period of _____ Five (5) years _____ . The Initial Contract Term becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and the Initial Contract Term ends on the effective end date also shown on the first page of this Contract.

Renewal Term: This Contract may be renewed upon the mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any request for renewal should be delivered to the Agency and then submitted to the Purchasing Division thirty (30) days prior to the expiration date of the initial contract term or appropriate renewal term. A Contract renewal shall be in accordance with the terms and conditions of the original contract. Unless otherwise specified below, renewal of this Contract is limited to One (1) Year _____ successive one (1) year periods or multiple renewal periods of less than one year, provided that the multiple renewal periods do not exceed the total number of months available in all renewal years combined. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

> ☐ **Alternate Renewal Term** – This contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's office (Attorney General approval is as to form only)

Delivery Order Limitations: In the event that this contract permits delivery orders, a delivery order may only be issued during the time this Contract is in effect. Any delivery order issued within one year of the expiration of this Contract shall be effective for one year from the date the delivery order is issued. No delivery order may be extended beyond one year after this Contract has expired.

☐ **Fixed Period Contract:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and must be completed within _____days.

☐ **Fixed Period Contract with Renewals:** This Contract becomes effective upon Vendor's receipt of the notice to proceed and part of the Contract more fully described in the attached specifications must be completed within _____ days. Upon completion of the work covered by the preceding sentence, the vendor agrees that:

  ☐ the contract will continue for _____ years;

  ☐ the contract may be renewed for _____ successive _____ year periods or shorter periods provided that they do not exceed the total number of months contained in all available renewals. Automatic renewal of this Contract is prohibited. Renewals must be approved by the Vendor, Agency, Purchasing Division and Attorney General's Office (Attorney General approval is as to form only).

☐ **One-Time Purchase:** The term of this Contract shall run from the issuance of the Award Document until all of the goods contracted for have been delivered, but in no event will this Contract extend for more than one fiscal year.

☐ **Construction/Project Oversight:** This Contract becomes effective on the effective start date listed on the first page of this Contract, identified as the State of West Virginia contract cover page containing the signatures of the Purchasing Division, Attorney General, and Encumbrance clerk (or another page identified as _____), and continues until the project for which the vendor is providing oversight is complete.

☐ **Other:** Contract Term specified in _____

4. AUTHORITY TO PROCEED: Vendor is authorized to begin performance of this contract on the date of encumbrance listed on the front page of the Award Document unless either the box for "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked in Section 3 above. If either "Fixed Period Contract" or "Fixed Period Contract with Renewals" has been checked, Vendor must not begin work until it receives a separate notice to proceed from the State. The notice to proceed will then be incorporated into the Contract via change order to memorialize the official date that work commenced.

5. QUANTITIES: The quantities required under this Contract shall be determined in accordance with the category that has been identified as applicable to this Contract below.

☐ **Open End Contract:** Quantities listed in this Solicitation/Award Document are approximations only, based on estimates supplied by the Agency. It is understood and agreed that the Contract shall cover the quantities actually ordered for delivery during the term of the Contract, whether more or less than the quantities shown.

☑ **Service:** The scope of the service to be provided will be more clearly defined in the specifications included herewith.

☐ **Combined Service and Goods:** The scope of the service and deliverable goods to be provided will be more clearly defined in the specifications included herewith.

☐ **One-Time Purchase:** This Contract is for the purchase of a set quantity of goods that are identified in the specifications included herewith. Once those items have been delivered, no additional goods may be procured under this Contract without an appropriate change order approved by the Vendor, Agency, Purchasing Division, and Attorney General's office.

☐ **Construction:** This Contract is for construction activity more fully defined in the specifications.

6. EMERGENCY PURCHASES: The Purchasing Division Director may authorize the Agency to purchase goods or services in the open market that Vendor would otherwise provide under this Contract if those goods or services are for immediate or expedited delivery in an emergency. Emergencies shall include, but are not limited to, delays in transportation or an unanticipated increase in the volume of work. An emergency purchase in the open market, approved by the Purchasing Division Director, shall not constitute of breach of this Contract and shall not entitle the Vendor to any form of compensation or damages. This provision does not excuse the State from fulfilling its obligations under a One-Time Purchase contract.

7. REQUIRED DOCUMENTS: All of the items checked in this section must be provided to the Purchasing Division by the Vendor as specified:

☐ **LICENSE(S) / CERTIFICATIONS / PERMITS:** In addition to anything required under the Section of the General Terms and Conditions entitled Licensing, the apparent successful Vendor shall furnish proof of the following licenses, certifications, and/or permits upon request and in a form acceptable to the State. The request may be prior to or after contract award at the State's sole discretion.

☐

☐

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The apparent successful Vendor shall also furnish proof of any additional licenses or certifications contained in the specifications regardless of whether or not that requirement is listed above.

8. INSURANCE: The apparent successful Vendor shall furnish proof of the insurance identified by a checkmark below prior to Contract award. The insurance coverages identified below must be maintained throughout the life of this contract. Thirty (30) days prior to the expiration of the insurance policies, Vendor shall provide the Agency with proof that the insurance mandated herein has been continued. Vendor must also provide Agency with immediate notice of any changes in its insurance policies, including but not limited to, policy cancelation, policy reduction, or change in insurers. The apparent successful Vendor shall also furnish proof of any additional insurance requirements contained in the specifications prior to Contract award regardless of whether that insurance requirement is listed in this section.

Vendor must maintain:

☑ **Commercial General Liability Insurance** in at least an amount of: $1 Million per occurrence.

☐ **Automobile Liability Insurance** in at least an amount of: _____ per occurrence.

☐ **Professional/Malpractice/Errors and Omission Insurance** in at least an amount of: _____ per occurrence. Notwithstanding the forgoing, Vendor's are not required to list the State as an additional insured for this type of policy.

☐ **Commercial Crime and Third Party Fidelity Insurance** in an amount of: _____ per occurrence.

☐ **Cyber Liability Insurance** in an amount of: _____ per occurrence.

☐ **Builders Risk Insurance** in an amount equal to 100% of the amount of the Contract.

☐ **Pollution Insurance** in an amount of: _____ per occurrence.

☐ **Aircraft Liability** in an amount of: _____ per occurrence.

☐

☐

☐

☐

9. WORKERS' COMPENSATION INSURANCE: Vendor shall comply with laws relating to workers compensation, shall maintain workers' compensation insurance when required, and shall furnish proof of workers' compensation insurance upon request.

10. VENUE: All legal actions for damages brought by Vendor against the State shall be brought in the West Virginia Claims Commission. Other causes of action must be brought in the West Virginia court authorized by statute to exercise jurisdiction over it.

11. LIQUIDATED DAMAGES: This clause shall in no way be considered exclusive and shall not limit the State or Agency's right to pursue any other available remedy. Vendor shall pay liquidated damages in the amount specified below or as described in the specifications:

☐ _____ for _____.

☐ Liquidated Damages Contained in the Specifications.

☑ Liquidated Damages Are Not Included in this Contract.

12. ACCEPTANCE: Vendor's signature on its bid, or on the certification and signature page, constitutes an offer to the State that cannot be unilaterally withdrawn, signifies that the product or service proposed by vendor meets the mandatory requirements contained in the Solicitation for that product or service, unless otherwise indicated, and signifies acceptance of the terms and conditions contained in the Solicitation unless otherwise indicated.

13. PRICING: The pricing set forth herein is firm for the life of the Contract, unless specified elsewhere within this Solicitation/Contract by the State. A Vendor's inclusion of price adjustment provisions in its bid, without an express authorization from the State in the Solicitation to do so, may result in bid disqualification. Notwithstanding the foregoing, Vendor must extend any publicly advertised sale price to the State and invoice at the lower of the contract price or the publicly advertised sale price.

14. PAYMENT IN ARREARS: Payments for goods/services will be made in arrears only upon receipt of a proper invoice, detailing the goods/services provided or receipt of the goods/services, whichever is later. Notwithstanding the foregoing, payments for software maintenance, licenses, or subscriptions may be paid annually in advance.

15. PAYMENT METHODS: Vendor must accept payment by electronic funds transfer and P-Card. (The State of West Virginia's Purchasing Card program, administered under contract by a banking institution, processes payment for goods and services through state designated credit cards.)

16. TAXES: The Vendor shall pay any applicable sales, use, personal property or any other taxes arising out of this Contract and the transactions contemplated thereby. The State of West Virginia is exempt from federal and state taxes and will not pay or reimburse such taxes.

17. ADDITIONAL FEES: Vendor is not permitted to charge additional fees or assess additional charges that were not either expressly provided for in the solicitation published by the State of West Virginia, included in the Contract, or included in the unit price or lump sum bid amount that Vendor is required by the solicitation to provide. Including such fees or charges as notes to the solicitation may result in rejection of vendor's bid. Requesting such fees or charges be paid after the contract has been awarded may result in cancellation of the contract.

18. FUNDING: This Contract shall continue for the term stated herein, contingent upon funds being appropriated by the Legislature or otherwise being made available. In the event funds are not appropriated or otherwise made available, this Contract becomes void and of no effect beginning on July 1 of the fiscal year for which funding has not been appropriated or otherwise made available. If that occurs, the State may notify the Vendor that an alternative source of funding has been obtained and thereby avoid the automatic termination. Non-appropriation or non-funding shall not be considered an event of default.

19. CANCELLATION: The Purchasing Division Director reserves the right to cancel this Contract immediately upon written notice to the vendor if the materials or workmanship supplied do not conform to the specifications contained in the Contract. The Purchasing Division Director may also cancel any purchase or Contract upon 30 days written notice to the Vendor in accordance with West Virginia Code of State Rules § 148-1-5.2.b.

20. TIME: Time is of the essence regarding all matters of time and performance in this Contract.

21. APPLICABLE LAW: This Contract is governed by and interpreted under West Virginia law without giving effect to its choice of law principles. Any information provided in specification manuals, or any other source, verbal or written, which contradicts or violates the West Virginia Constitution, West Virginia Code, or West Virginia Code of State Rules is void and of no effect.

22. COMPLIANCE WITH LAWS: Vendor shall comply with all applicable federal, state, and local laws, regulations and ordinances. By submitting a bid, Vendor acknowledges that it has reviewed, understands, and will comply with all applicable laws, regulations, and ordinances.

    SUBCONTRACTOR COMPLIANCE: Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to comply with all applicable laws, regulations, and ordinances. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

23. ARBITRATION: Any references made to arbitration contained in this Contract, Vendor's bid, or in any American Institute of Architects documents pertaining to this Contract are hereby deleted, void, and of no effect.

24. MODIFICATIONS: This writing is the parties' final expression of intent. Notwithstanding anything contained in this Contract to the contrary no modification of this Contract shall be binding without mutual written consent of the Agency, and the Vendor, with approval of the Purchasing Division and the Attorney General's office (Attorney General approval is as to form only). Any change to existing contracts that adds work or changes contract cost, and were not included in the original contract, must be approved by the Purchasing Division and the Attorney General's Office (as to form) prior to the implementation of the change or commencement of work affected by the change.

25. WAIVER: The failure of either party to insist upon a strict performance of any of the terms or provision of this Contract, or to exercise any option, right, or remedy herein contained, shall not be construed as a waiver or a relinquishment for the future of such term, provision, option, right, or remedy, but the same shall continue in full force and effect. Any waiver must be expressly stated in writing and signed by the waiving party.

26. SUBSEQUENT FORMS: The terms and conditions contained in this Contract shall supersede any and all subsequent terms and conditions which may appear on any form documents submitted by Vendor to the Agency or Purchasing Division such as price lists, order forms, invoices, sales agreements, or maintenance agreements, and includes internet websites or other electronic documents. Acceptance or use of Vendor's forms does not constitute acceptance of the terms and conditions contained thereon.

27. ASSIGNMENT: Neither this Contract nor any monies due, or to become due hereunder, may be assigned by the Vendor without the express written consent of the Agency, the Purchasing Division, the Attorney General's office (as to form only), and any other government agency or office that may be required to approve such assignments.

28. WARRANTY: The Vendor expressly warrants that the goods and/or services covered by this Contract will: (a) conform to the specifications, drawings, samples, or other description furnished or specified by the Agency; (b) be merchantable and fit for the purpose intended; and (c) be free from defect in material and workmanship.

29. STATE EMPLOYEES: State employees are not permitted to utilize this Contract for personal use and the Vendor is prohibited from permitting or facilitating the same.

30. PRIVACY, SECURITY, AND CONFIDENTIALITY: The Vendor agrees that it will not disclose to anyone, directly or indirectly, any such personally identifiable information or other confidential information gained from the Agency, unless the individual who is the subject of the information consents to the disclosure in writing or the disclosure is made pursuant to the Agency's policies, procedures, and rules. Vendor further agrees to comply with the Confidentiality Policies and Information Security Accountability Requirements, set forth in www.state.wv.us/admin/purchase/privacy.

31. YOUR SUBMISSION IS A PUBLIC DOCUMENT: Vendor's entire response to the Solicitation and the resulting Contract are public documents. As public documents, they will be disclosed to the public following the bid/proposal opening or award of the contract, as required by the competitive bidding laws of West Virginia Code §§ 5A-3-1 et seq., 5-22-1 et seq., and 5G-1-1 et seq. and the Freedom of Information Act West Virginia Code §§ 29B-1-1 et seq.

DO NOT SUBMIT MATERIAL YOU CONSIDER TO BE CONFIDENTIAL, A TRADE SECRET, OR OTHERWISE NOT SUBJECT TO PUBLIC DISCLOSURE.

Submission of any bid, proposal, or other document to the Purchasing Division constitutes your explicit consent to the subsequent public disclosure of the bid, proposal, or document. The Purchasing Division will disclose any document labeled "confidential," "proprietary," "trade secret," "private," or labeled with any other claim against public disclosure of the documents, to include any "trade secrets" as defined by West Virginia Code § 47-22-1 et seq. All submissions are subject to public disclosure without notice.

32. LICENSING: In accordance with West Virginia Code of State Rules § 148-1-6.1.e, Vendor must be licensed and in good standing in accordance with any and all state and local laws and requirements by any state or local agency of West Virginia, including, but not limited to, the West Virginia Secretary of State's Office, the West Virginia Tax Department, West Virginia Insurance Commission, or any other state agency or political subdivision. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Upon request, the Vendor must provide all necessary releases to obtain information to enable the Purchasing Division Director or the Agency to verify that the Vendor is licensed and in good standing with the above entities.

> **SUBCONTRACTOR COMPLIANCE:** Vendor shall notify all subcontractors providing commodities or services related to this Contract that as subcontractors, they too are required to be licensed, in good standing, and up-to-date on all state and local obligations as described in this section. Obligations related to political subdivisions may include, but are not limited to, business licensing, business and occupation taxes, inspection compliance, permitting, etc. Notification under this provision must occur prior to the performance of any work under the contract by the subcontractor.

33. ANTITRUST: In submitting a bid to, signing a contract with, or accepting a Award Document from any agency of the State of West Virginia, the Vendor agrees to convey, sell, assign, or transfer to the State of West Virginia all rights, title, and interest in and to all causes of action it may now or hereafter acquire under the antitrust laws of the United States and the State of West Virginia for price fixing and/or unreasonable restraints of trade relating to the particular commodities or services purchased or acquired by the State of West Virginia. Such assignment shall be made and become effective at the time the purchasing agency tenders the initial payment to Vendor.

34. VENDOR NON-CONFLICT: Neither Vendor nor its representatives are permitted to have any interest, nor shall they acquire any interest, direct or indirect, which would compromise the performance of its services hereunder. Any such interests shall be promptly presented in detail to the Agency.

35. VENDOR RELATIONSHIP: The relationship of the Vendor to the State shall be that of an independent contractor and no principal-agent relationship or employer-employee relationship is contemplated or created by this Contract. The Vendor as an independent contractor is solely liable for the acts and omissions of its employees and agents. Vendor shall be responsible for selecting, supervising, and compensating any and all individuals employed pursuant to the terms of this Solicitation and resulting contract. Neither the Vendor, nor any employees or subcontractors of the Vendor, shall be deemed to be employees of the State for any purpose whatsoever. Vendor shall be exclusively responsible for payment of employees and contractors for all wages and salaries, taxes, withholding payments, penalties, fees, fringe benefits, professional liability insurance premiums, contributions to insurance and pension, or other deferred compensation plans, including but not limited to, Workers' Compensation and Social Security obligations, licensing fees, etc. and the filing of all necessary documents, forms, and returns pertinent to all of the foregoing.

Vendor shall hold harmless the State, and shall provide the State and Agency with a defense against any and all claims including, but not limited to, the foregoing payments, withholdings, contributions, taxes, Social Security taxes, and employer income tax returns.

36. INDEMNIFICATION: The Vendor agrees to indemnify, defend, and hold harmless the State and the Agency, their officers, and employees from and against: (1) Any claims or losses for services rendered by any subcontractor, person, or firm performing or supplying services, materials, or supplies in connection with the performance of the Contract; (2) Any claims or losses resulting to any person or entity injured or damaged by the Vendor, its officers, employees, or subcontractors by the publication, translation, reproduction, delivery, performance, use, or disposition of any data used under the Contract in a manner not authorized by the Contract, or by Federal or State statutes or regulations; and (3) Any failure of the Vendor, its officers, employees, or subcontractors to observe State and Federal laws including, but not limited to, labor and wage and hour laws.

37. NO DEBT CERTIFICATION: In accordance with West Virginia Code §§ 5A-3-10a and 5-22-1(i), the State is prohibited from awarding a contract to any bidder that owes a debt to the State or a political subdivision of the State. By submitting a bid, or entering into a contract with the State, Vendor is affirming that (1) for construction contracts, the Vendor is not in default on any monetary obligation owed to the state or a political subdivision of the state, and (2) for all other contracts, neither the Vendor nor any related party owe a debt as defined above, and neither the Vendor nor any related party are in employer default as defined in the statute cited above unless the debt or employer default is permitted under the statute.

38. CONFLICT OF INTEREST: Vendor, its officers or members or employees, shall not presently have or acquire an interest, direct or indirect, which would conflict with or compromise the performance of its obligations hereunder. Vendor shall periodically inquire of its officers, members and employees to ensure that a conflict of interest does not arise. Any conflict of interest discovered shall be promptly presented in detail to the Agency.

39. REPORTS: Vendor shall provide the Agency and/or the Purchasing Division with the following reports identified by a checked box below:

☑ Such reports as the Agency and/or the Purchasing Division may request. Requested reports may include, but are not limited to, quantities purchased, agencies utilizing the contract, total contract expenditures by agency, etc.

☐ Quarterly reports detailing the total quantity of purchases in units and dollars, along with a listing of purchases by agency. Quarterly reports should be delivered to the Purchasing Division via email at purchasing.division@wv.gov.

40. BACKGROUND CHECK: In accordance with W. Va. Code § 15-2D-3, the State reserves the right to prohibit a service provider's employees from accessing sensitive or critical information or to be present at the Capitol complex based upon results addressed from a criminal background check. Service providers should contact the West Virginia Division of Protective Services by phone at (304) 558-9911 for more information.

41. PREFERENCE FOR USE OF DOMESTIC STEEL PRODUCTS: Except when authorized by the Director of the Purchasing Division pursuant to W. Va. Code § 5A-3-56, no contractor may use or supply steel products for a State Contract Project other than those steel products made in the United States. A contractor who uses steel products in violation of this section may be subject to civil penalties pursuant to W. Va. Code § 5A-3-56. As used in this section:

a. "State Contract Project" means any erection or construction of, or any addition to, alteration of or other improvement to any building or structure, including, but not limited to, roads or highways, or the installation of any heating or cooling or ventilating plants or other equipment, or the supply of and materials for such projects, pursuant to a contract with the State of West Virginia for which bids were solicited on or after June 6, 2001.

b. "Steel Products" means products rolled, formed, shaped, drawn, extruded, forged, cast, fabricated or otherwise similarly processed, or processed by a combination of two or more or such operations, from steel made by the open heath, basic oxygen, electric furnace, Bessemer or other steel making process.

c. The Purchasing Division Director may, in writing, authorize the use of foreign steel products if:

  1. The cost for each contract item used does not exceed one tenth of one percent (.1%) of the total contract cost or two thousand five hundred dollars ($2,500.00), whichever is greater. For the purposes of this section, the cost is the value of the steel product as delivered to the project; or

  2. The Director of the Purchasing Division determines that specified steel materials are not produced in the United States in sufficient quantity or otherwise are not reasonably available to meet contract requirements.

42. PREFERENCE FOR USE OF DOMESTIC ALUMINUM, GLASS, AND STEEL: In Accordance with W. Va. Code § 5-19-1 et seq., and W. Va. CSR § 148-10-1 et seq., for every contract or subcontract, subject to the limitations contained herein, for the construction, reconstruction, alteration, repair, improvement or maintenance of public works or for the purchase of any item of machinery or equipment to be used at sites of public works, only domestic aluminum, glass or steel products shall be supplied unless the spending officer determines, in writing, after the receipt of offers or bids, (1) that the cost of domestic aluminum, glass or steel products is unreasonable or inconsistent with the public interest of the State of West Virginia, (2) that domestic aluminum, glass or steel products are not produced in sufficient quantities to meet the contract requirements, or (3) the available domestic aluminum, glass, or steel do not meet the contract specifications. This provision only applies to public works contracts awarded in an amount more than fifty thousand dollars ($50,000) or public works contracts that require more than ten thousand pounds of steel products.

The cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than twenty percent (20%) of the bid or offered price for foreign made aluminum, glass, or steel products. If the domestic aluminum, glass or steel products to be supplied or produced in a "substantial labor surplus area", as defined by the United States Department of Labor, the cost of domestic aluminum, glass, or steel products may be unreasonable if the cost is more than thirty percent (30%) of the bid or offered price for foreign made aluminum, glass, or steel products. This preference shall be applied to an item of machinery or equipment, as indicated above, when the item is a single unit of equipment or machinery manufactured primarily of aluminum, glass or steel, is part of a public works contract and has the sole purpose or of being a permanent part of a single public works project. This provision does not apply to equipment or machinery purchased by a spending unit for use by that spending unit and not as part of a single public works project.

All bids and offers including domestic aluminum, glass or steel products that exceed bid or offer prices including foreign aluminum, glass or steel products after application of the preferences provided in this provision may be reduced to a price equal to or lower than the lowest bid or offer price for foreign aluminum, glass or steel products plus the applicable preference. If the reduced bid or offer prices are made in writing and supersede the prior bid or offer prices, all bids or offers, including the reduced bid or offer prices, will be reevaluated in accordance with this rule.

43. INTERESTED PARTY SUPPLEMENTAL DISCLOSURE: W. Va. Code § 6D-1-2 requires that for contracts with an actual or estimated value of at least $1 million, the Vendor must submit to the Agency a disclosure of interested parties prior to beginning work under this Contract. Additionally, the Vendor must submit a supplemental disclosure of interested parties reflecting any new or differing interested parties to the contract, which were not included in the original pre-work interested party disclosure, within 30 days following the completion or termination of the contract. A copy of that form is included with this solicitation or can be obtained from the WV Ethics Commission. This requirement does not apply to publicly traded companies listed on a national or international stock exchange. A more detailed definition of interested parties can be obtained from the form referenced above.

44. PROHIBITION AGAINST USED OR REFURBISHED: Unless expressly permitted in the solicitation published by the State, Vendor must provide new, unused commodities, and is prohibited from supplying used or refurbished commodities, in fulfilling its responsibilities under this Contract.

45. VOID CONTRACT CLAUSES: This Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law.

46. ISRAEL BOYCOTT: Bidder understands and agrees that, pursuant to W. Va. Code § 5A-3-63, it is prohibited from engaging in a boycott of Israel during the term of this contract.

DESIGNATED CONTACT: Vendor appoints the individual identified in this Section as the Contract Administrator and the initial point of contact for matters relating to this Contract.

(Printed Name and Title) James E. Miller

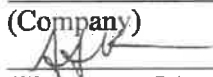(Address) 9801 Washingtonian Blvd, Suite 360

(Phone Number) / (Fax Number) Phone: 301-721-0100, Fax: 301 721-0189

(email address) jmiller@go-planet.com

CERTIFICATION AND SIGNATURE: By signing below, or submitting documentation through *wv*OASIS, I certify that: I have reviewed this Solicitation/Contract in its entirety; that I understand the requirements, terms and conditions, and other information contained herein; that this bid, offer or proposal constitutes an offer to the State that cannot be unilaterally withdrawn; that the product or service proposed meets the mandatory requirements contained in the Solicitation/Contract for that product or service, unless otherwise stated herein; that the Vendor accepts the terms and conditions contained in the Solicitation, unless otherwise stated herein; that I am submitting this bid, offer or proposal for review and consideration; that this bid or offer was made without prior understanding, agreement, or connection with any entity submitting a bid or offer for the same material, supplies, equipment or services; that this bid or offer is in all respects fair and without collusion or fraud; that this Contract is accepted or entered into without any prior understanding, agreement, or connection to any other entity that could be considered a violation of law; that I am authorized by the Vendor to execute and submit this bid, offer, or proposal, or any documents related thereto on Vendor's behalf; that I am authorized to bind the vendor in a contractual relationship; and that to the best of my knowledge, the vendor has properly registered with any State agency that may require registration.

By signing below, I further certify that I understand this Contract is subject to the provisions of West Virginia Code § 5A-3-62, which automatically voids certain contract clauses that violate State law; and that pursuant to W. Va. Code 5A-3-63, the entity entering into this contract is prohibited from engaging in a boycott against Israel.

Planet Technologies, Inc.

(Company)

(Signature of Authorized Representative)

Steve Winter, Executive Vice President

(Printed Name and Title of Authorized Representative) (Date)

Phone: 301-721-0100, Fax: 301 721-0189

(Phone Number) (Fax Number)

swinter@go-planet.com

(Email Address)

ADDENDUM ACKNOWLEDGEMENT FORM
SOLICITATION NO.:

Instructions: Please acknowledge receipt of all addenda issued with this solicitation by completing this addendum acknowledgment form. Check the box next to each addendum received and sign below. Failure to acknowledge addenda may result in bid disqualification.

Acknowledgment: I hereby acknowledge receipt of the following addenda and have made the necessary revisions to my proposal, plans and/or specification, etc.

Addendum Numbers Received:
(Check the box next to each addendum received)

☑	Addendum No. 1	☐	Addendum No. 6
☑	Addendum No. 2	☐	Addendum No. 7
☐	Addendum No. 3	☐	Addendum No. 8
☐	Addendum No. 4	☐	Addendum No. 9
☐	Addendum No. 5	☐	Addendum No. 10

I understand that failure to confirm the receipt of addenda may be cause for rejection of this bid. I further understand that any verbal representation made or assumed to be made during any oral discussion held between Vendor's representatives and any state personnel is not binding. Only the information issued in writing and added to the specifications by an official addendum is binding.

Planet Technologies, Inc.

Company

Authorized Signature

October 14, 2024

Date

NOTE: This addendum acknowledgement should be submitted with the bid to expedite document processing.

Planet Technologies

TECHNICAL PROPOSAL

DLR Procurement Management System

Solicitation Number CRFP 0313 DEP2500000003

Prepared for West Virginia Department of Environmental Protection, Division of Land Restoration

October 16, 2024

RECEIVED

2024 OCT 15 AM 9: 34

WV PURCHASING
DIVISION

Signed:

Steve Winter
Executive Vice President
swinter@go-planet.com
Phone 301-721-0100

This proposal is valid 60 days from the date shown above.

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COMPANY OVERVIEW

Planet Technologies' Background

Planet is a privately owned company headquartered in Gaithersburg, Maryland, with over 350 personnel located throughout the United States. Launched in 1997, Planet Technologies is recognized as a leading provider of Microsoft consulting services across the United States. Planet has a strong presence in the State/Local Government, defense/industrial base (DIB), commercial, education, and health organizations.

Planet is in the business of building trust and delivering solutions and value that solve our customers' most challenging problems. Most of our clients are repeat customers, which is perhaps our greatest achievement.

Planet has an exceptionally strong partnership with Microsoft and has been awarded "Microsoft Partner of the Year" in multiple categories more than 27 times in our 24-year history. We have more than 14 Microsoft Gold Competencies and more Advanced Certifications.

Microsoft Partner

Security
Cloud Productivity
Cloud Platform
Data Analytics
Datacenter
Data Platform
Communications
Messaging
Application Development
Application Integration
Collaboration and Content
Enterprise Resource Planning
Enterprise Mobility Management
Project and Portfolio Management
Windows and Devices
Small and Midmarket Cloud Solutions
DevOps

Experience Matters

Planet Technologies has served those who serve others for more than 20 years. We are a Microsoft partner that specializes in government work at every level. Our clients range from large federal agencies to local municipalities and towns. Our experience in helping customers address real problems is evident in every engagement. Working in State and Local Government is a unique task that requires both the technical ability to solve challenging problems and the drive to make the government experience better for your fellow citizens. At Planet Technologies, we understand that and have built our reputation by helping you achieve success for your fellow citizens.

Our philosophy of leading with experience, ours and yours, has led to success. We have more than 350+ full-time employees here at Planet Technologies, many of whom have experience working in State Government. This experience allows us to better understand your needs, from our frontline consultants to executive leadership team. This experience manifests itself in all that we do and drives our commitment to best serve our customers.

Our clients reside in all 50 States and we have had successful projects at every level of local government. With thousands of clients and more than 5 million end users brought into the cloud, our experience drives our reputation, and we want to bring that success to you.

Planet Technologies' Experience with the State of West Virginia

Planet has worked with WV DHHR for 12 years. We developed a Dynamics solution and have been providing support and enhancements since then (reference below).

Our other WV experience includes projects with WV Secretary of State and WV State Police and two projects with WV Office of Technology. We can share details of these projects upon request. The most recent project was deploying Microsoft E5 security tools and a zero trust assessment with recommendations.

WV DHHR Grants Management

The Grants Management line of business application created by Planet Technologies was designed to support the complete lifecycle of the Grants Management process for WV DHHR, replacing all existing systems, streamlining their processes, and eliminating their inefficiencies.

Functionality includes grant and related exhibit forms, pre-population of grant forms via grant types, form validations based on grant type requirements, PDF output of fully formatted official grant document in draft or final states, multiple workflow processes and associated validation requirements, grantee payments and financial reports tracking, security reflecting WV DHHR organizational hierarchy and specified role access levels, grant change order management, document management, data transfer processes with state's primary financial system, and reporting and key performance dashboards.

Since its original implementation, the Grants Management application has seen multiple extensions to support other related business needs of WV DHHR, such as the agency's monitoring of grantee performance and state requirements associated with their grants. The monitoring addition to the application provided management and tracking of grantee reporting requirements per specified rules associated with grant types and federal and/or state funding amounts, grantee letter creation and workflows tailored to reporting requirements, risk assessments, compliance management and integration with the grant creation workflow processes to block/warn if a grantee is in default or is high risk, monitoring related reporting, and other functions. Further, certain aspects of the Monitoring section functionality, such as grantee default or high-risk status, were supported by enhancements to data transfer routines between the application and the state's financial system.

Referencing 4.3 Qualifications and Experience

Vendor should provide information and documentation regarding its qualifications and experience in providing services or solving problems like those requested in this RFP. Information and documentation should include, but is not limited to, copies of any staff certifications or degrees applicable to this project, proposed staffing plans, descriptions of past projects completed (descriptions should include the location of the project, project manager name and contact information, type of project, and what the project goals and objectives where and how they were met.), references for prior projects, and any other information that vendor deems relevant to the items identified as desirable or mandatory below.

Referencing 4.3.1 Qualifications and Experience Generally

Vendor should describe in its proposal. how it meets the desirable qualification and experience requirements listed below.

Planet is proposing a solution based on the Microsoft Power Platform, including Power Apps, Power Automate, Power Pages, and Dataverse. Over the last 10 years, we have delivered over 140 projects with these technologies, most of which were with public-sector customers.

Referencing 4.3.1.1

Vendors should demonstrate successful prior experience providing Workflow and Project Management systems of similar scope and size. It is preferred that Vendors have experience working with other WV agencies and the WV Office of Technology.

Power Platform solutions inherently provide process workflows, automating manual processes, tracking and analyzing data and reporting. Outcomes include automated workflows, improved collaboration, improved reporting and use of dashboards for overall transparency and oversight. A Project Management system is a specific example of the type of system that can be modernized with the Power Platform. With 24 Power Platform architects and engineers and a robust PMO, Planet has completed over 140 projects in the last 10 years.

Referencing 4.3.1.2

Vendors should identify key personnel that will be assigned to implementing and training users on the system, including their availability, experience, and credentials.

Planet's architects and consultants will implement and train on the systems. We also have a full Training division that offers a multitude of services. We have detailed those training services in the section for the 300 consulting hours.

Planet will assign resources, once we have a signed contract and a purchase order. If awarded this contract, the resources we include in the response may or may not be available at that time. However, our resources are all senior level, and these resources are reflective of our team's experience and qualifications.

All of the resources in our Power Platform Practice have experience in delivering solutions with more than two government accounts. Our projects always include a Project Manager.

Key Personnel

Chad Kuhn

Power Platform/Dynamics Architect with a B.S. of Computer Science from Penn State University. Developing online business applications since 2002 with extensive experience in Microsoft Dynamics 365 and supportive technologies since 2008.

Certifications
- ✔ - Microsoft Certified: Dynamics 365 Sales Functional Consultant Associate
- ✔ - Microsoft Dynamics 365 Customer Engagement Core MB-200
- ✔ - Microsoft Dynamics CRM 2016 Sales
- ✔ - Microsoft Dynamics CRM Online Deployment
- ✔ - Microsoft FieldOne
- ✔ - Microsoft Dynamics CRM 2011, Customization and Configuration
- ✔ - Extending Microsoft Dynamics CRM 2011
- ✔ - Microsoft Dynamics CRM 4.0 Extending Microsoft Dynamics
- ✔ - Microsoft Dynamics 365 for Sales

Recent Projects
- ✔ West Virginia Dept of Health and Human Resources
  - o Senior Software Developer
- ✔ Business RoundTable
  - o Senior Software Developer
- ✔ PA Department of Community & Economic Development
  - o Senior Software Developer

Tom Hilliard

Project Manager and Business Solutions Architect, MBA with 26 years of experience in web application solution development in support of long-term client organizations and their core ongoing business processes. Applied skills and responsibilities include client relations and contract writing, project management, logical solutions architecture, business analysis, requirements gathering and documentation, quality assurance, user acceptance testing, data migration management, production deployment and post-deployment support. This experience has been earned across a broad array of scalable solution projects leveraging Microsoft Dynamics CRM/D365/Power Apps, .NET Core web applications, Business Intelligence Reporting and Data Warehouses, and other web and cloud-based tools and platforms.

Skills
- ✔ MS Dynamics CRM, D365, Power Apps
- ✔ MS O365 & Azure Cloud Computing Platform and Services
- ✔ MS Power BI
- ✔ MS SharePoint, Groups, and Teams
- ✔ .NET Framework Custom Application Development
- ✔ Content Management Systems: DotNetNuke Evoq, MS SharePoint, Percussion Rhythmyx
- ✔ Relational Databases: MS SQL Server, Oracle, SQL, T-SQL, PL-SQL
- ✔ Business Intelligence and Data Warehouse design
- ✔ Web Development Methodologies: Agile, Incremental, Iterative, RAD, Waterfall
- ✔ MS Project, MS Visio, MS Expression Blend, Rational Rose
- ✔ ASP.NET, VB.NET, ASP, JavaScript, CSS, HTML, XML, XSLT, ColdFusion, Web Services
- ✔ MS Visual Studio, Adobe Dreamweaver, XML Spy, MS SQL Server Management Studio

Recent Projects
- ✔ Federal Mediation and Conciliation Service (FMCS) Case Management MS D365/PowerApps Application
  - o Business Analyst, Application Architect, Project Manager
- ✔ West Virginia Dept. of Health & Human Resources (DHHR) Grants Management CRM Application
  - o Business Analyst, Application Architect, Project Manager
- ✔ National Governors Association (NGA) Membership Management MS D365/PowerApps Online Application
  - o Business Analyst, Application Architect, Project Manager

Ryan Perry

Microsoft certified Power Platform + Dynamics 365 Developer and Solution Architect experienced with Dynamics CRM for Sales, Model-Driven and Canvas PowerApps, Power BI, and Power Automate across multiple industries. Recognized by Dynamic Communities 2019 Ruby Award for community contributions. Prior experience as a team lead and product manager.

Certifications
- ✔ Power Platform Solution Architect (PL200)
- ✔ Power Platform Developer Associate (PL400)
- ✔ Power Platform Functional Consultant Associate
- ✔ Power Platform App Maker Associate
- ✔ PowerApps + Dynamics 365 Developer (#H431-3392)

Recent Projects
- ✔ City of Boise – Power Platform Governance Engagement
    - o Consultant – Power Platform / Dynamics
- ✔ Virginia DMV – Power Platform Governance Engagement
    - o Consultant – Power Platform / Dynamics

Derek Himes

Senior-level subject matter expert for Microsoft Power Apps and Microsoft Dynamics 365 with over 16 years of experience working with all versions of Microsoft Dynamics CRM and the Microsoft Power Platform. Well-rounded experience in consulting, customization, troubleshooting, disaster recovery, full lifecycle deployments/implementations, data migrations, data integrations and business alignment strategies focused around Microsoft Dynamics and Power Platform.

Certifications
- PL-600: Microsoft Power Platform Solution Architect

Skills
- DevOps Developer Bootcamps/Training
- Visual Studio, All Versions
- DevExpress Controls and Reporting
- Microsoft Dynamics Sure Step
- Scribe Insight, LINQ, LinqPad
- Silverlight, XAML, WPF, Blend
- Microsoft Office Suite (Word, Excel, PowerPoint, Outlook, OneNote, Publisher, Project, and Visio)
- Microsoft Dynamics CRM 4, 2011, 2013, 2015, 365
- SQL Server 2000, 2005, 2008, T-SQL
- HTML5, AJAX, JavaScript, jQuery, CSS
- Azure DevOps & TFS
- Microsoft Power Apps
- C#.Net, VB.Net, ASP.Net, ASP, VB6
- XML, XSLT, SOAP, REST, Fiddler, PostMan
- SSRS, Power BI, Data Analytics
- Bing and Google Maps API

Recent Projects
- Florida Department of Agriculture & Consumer Services
    - Architect - Power Platform / Dynamics
- Pennsylvania Department of Community & Economic Development
    - Architect - Power Platform / Dynamics
- Pennsylvania Liquor Control Board
    - Architect – Power Platform / Dynamics

Referencing 4.3.1.3

Vendors should demonstrate successful prior experience providing simplified requisition processes for users and automated routing for approval

Power Platform solutions inherently provide automated process workflows. Requisition processes and approval routing are some frequent examples. The references we included in this response have those capabilities.

Federal Mediation and Conciliation Services (FMCS), a Federal Agency

FMCS Case and Contact Management System (CCMS3, third version) - migration of an existing custom system to cloud-based Dynamics application with system functionality expansions.

The CCMS3 cloud-based Dynamics application is a core line of business application to support the complete lifecycle of the case management process for the mediation services FMCS provides between employers and unions across the country. This is the primary function of the Federal Agency. Approximately 22,000 cases are entered and worked in the system each year. Cases are initiated in the application through a public web submission process whereby U.S. unions and employers can submit notice of a collective bargaining contract disagreement, thus requesting mediation services by the agency. The case management application supports these services through multiple case types, forms and parameters, and validation rules; case activities structures; customized case workflow processes; system and workflow event histories; audit trail tracking; case security reflecting the organizational hierarchy, geographical regions and fields offices, and specified role access levels; document storage in Azure; and multiple case and activity view listings, dashboards, and custom reports.

Referencing 4.3.1.4

The Vendor should demonstrate and provide their experience, certifications and specializations in Microsoft Power Platforms or Google Workspace

Planet Technologies has completed over 140 projects in the last 10 years on Power Platform and Dynamics 365. Planet Technologies has 24 Power Platform Consultants/Architect with certifications including:

- Microsoft Certified: Power Platform Fundamentals (PL-900)
- Microsoft Certified: Power Platform App Maker Associate (PL-100)
- Microsoft Certified: Power Platform Functional Consultant Associate (PL-200)
- Microsoft Certified: Power Platform Developer Associate (PL-400)
- Microsoft Certified: Power Platform Solution Architect Expert (PL-600)

Referencing 4.3.2 Exceeding Mandatory Qualifications/Experience Requirements

The following mandatory qualification/experience requirements must be met by the Vendor as a part of its submitted proposal. Vendor should describe how it meets the mandatory requirements and include any areas where it exceeds the mandatory requirements. Failure to comply with mandatory requirements will lead to disqualification, but areas where the mandatory requirements are exceeded will be included in technical scores where appropriate. The mandatory qualifications/experience requirements are listed below.

Referencing 4.3.2.1

Vendors must have a minimum of three existing local, state, or federal government accounts where they have provided the range of services outlined in this RFP, for a minimum of two years.

1. West Virginia Department of Health and Human Resources (WV DHHR)

- **Project Name:** Grants Management CRM Application – Monitoring Section and Grants Management Upgrades
- **Scope:**
  - Development of a comprehensive Grants Management System on Dynamics CRM to support the full lifecycle of the grants management process.
  - Key functionalities included grant and related exhibit forms, pre-population of grant forms, PDF output of official grant documents, multiple workflow processes, security reflecting organizational hierarchy, change order management, document management, data transfer processes with external financial systems, and reporting and dashboards.
  - The Monitoring section provided management and tracking of grantee reporting requirements, grantee letter creation, workflow tailored to reporting requirements, risk assessments, compliance management, and integration with the grant creation workflow processes.
- **Contact Name:** Starlah Wilcox, Chief Budget Officer
- **Address:** One Davis Square, Suite 303, Charleston, WV 25301
- **Phone Number:** 304-558-2814
- **Email:** Starlah.A.Wilcox@wv.gov
  - **Start Date:** 10/2015
  - **End Date:** 10/2016 with additional phases after
  - **Contract Value:** $358,000 (Client continued to add work to this contract to a total of approximately $1.2 million over ~5 years).

2. Federal Mediation and Conciliation Services (FMCS)

- **Project Name**: Case and Contact Management System (CCMS3
- **Scope:**
    - An upgrade and migration from a custom .Net application to a cloud based Dynamics platform with expanded functionality.
    - Detailed mapping and migration from the previous system's database to the new structure of the Dynamics online application.
    - Incorporated reporting capabilities of the previous system's data warehouse into the new Dynamics application, ensuring continuity of existing reports and scalability for future reporting requirements.
    - Later phases added functionality including sending automated emails, posting meeting activities to O365 Outlook calendars, customized reporting, a customer search interface, management of contracts for differences between basis for cost, interfaces for different capture of charges and for fees incurred, entry and management of travel itinerary with a mechanism to process this information for data entry into a separate travel reimbursement system, etc.
- **Contact Name**: Doug Jones
- **Address**: 250 E St SW, Washington, DC 20427
- **Email:** djones@fmcs.gov
- **Phone Number:** (202) 606-8100
- **Start Date:** 9/2017
- **End Date:** 9/2021 with 2-year extensions

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3. U.S. Department of the Interior (DOI)

- **Project Name**: Email and Collaboration Solution
- **Scope**:
  - Migration of over 85,000 accounts from Google Apps for Government (GAfG) to Microsoft 365 (M365).
  - Development of applications using Low-Code / No-Code options and redevelopment of 36 apps to the M365 platform.
  - Training, self-service options, and support for application bug fixes.
- **Contact Name**: Shannon M. Triana, Chief, Acquisition Management Branch 1
- **Email**: Shannon_M_Triana@ibc.doi.gov
- **Address**: U.S. Department of the Interior
- **Phone Number**: 703-964-8424
- **Start Date:** 2019
- **End Date:** We have a 10 year Period of Performance

planet

Referencing 4.3.2.2

Key personnel must have prior experience in the implementation of the proposed services for a minimum of two local, state, or federal government accounts. Key personnel must include a project manager to manage the entire project including timeline, budget & risk.

All of the resources in our Power Platform Practice have experience in delivering solutions with more than two government accounts. Our projects always include a Project Manager!

Referencing 4.3.2.3

Vendors must possess an in-depth understanding of procurement processes, including purchase orders, supplier management and spend analysis.

Planet effectively addresses the pain points in procurement processes, particularly in areas like invoice processing, tracking analysis, email notifications, and reporting updates. Here's how:

Invoice Processing

- **Automation**: Power Automate can automate the entire invoice processing workflow. If needed, invoices can be automatically scanned, data extracted, and entered into the system, significantly reducing manual data entry and errors.

- **Approval Workflows**: Automated workflows can route invoices to the appropriate approvers, ensuring timely approvals and payments. Notifications can be sent automatically to keep stakeholders informed.

Tracking and Analysis

- **Real-Time Tracking**: The Power Platform can provide real-time dashboards that track the status of purchase orders, invoices, and other procurement activities. This visibility helps in identifying delays and bottlenecks quickly.

- **Automated Notifications**: Power Automate can send automated email notifications for various events, such as when an invoice is approved or a purchase order is fulfilled, ensuring all stakeholders are kept in the loop.

Reporting Updates

- **Data Integration**: The Power Platform can integrate data from multiple sources, providing a comprehensive view of procurement activities. This integration helps in generating accurate and up-to-date reports.

- **Error Reduction**: By automating data collection and report generation, The Power Platform minimizes the risk of errors that are common in manual data entry and reporting processes.

Workflow and Data Management

- **Centralized Data**: Using Dataverse, all procurement-related data can be stored in a centralized location, making it easily accessible and manageable.
- **Custom Workflows**: Power Automate allows for the creation of custom workflows tailored to specific procurement needs, ensuring that processes are efficient and aligned with organizational policies.

By leveraging these capabilities, Planet works with our customers to streamline procurement processes as well as enhance accuracy, efficiency, and transparency.

North Carolina Division of Mitigation Services (DMS)

The North Carolina Department of Environmental Quality's Division of Mitigation Services (DMS) wanted to combine project and financial data into one cohesive application through which information could be managed and shared online. This data existed in several different databases, and the division managed their projects primarily with spreadsheets.

With the help of the power platform and Dynamics Customer Service a solution was developed encompassing business process flows, procurement, mitigation banking (credit and debit tracking), invoicing, property and asset tracking, customer requests, and integrations. The team at Planet has maintained their solution for almost two decades. In its current state the solution is hosted on what is currently Dynamics 365 utilizing Power Apps, Power Pages, Power Bi reporting, and Flow automations.

Project Lifecycle:

Planet has utilized the power platform to automate the entire project lifecycle for the DMS division. A typical project for the department can last decades from inception to stewardship. With the help of Dynamics, projects begin as a mitigation request and new accounts and contacts are tracked and created. Requests transition to scheduled projects with a full list of tasks generated by the system. Planet developed a business project to also assist with the repetitive data generated during project creation; scheduling, asset assignment, automatic invoice creation, and credit lines are all generated at this time. Depending on the project a public bid process may also be involved. Requests for Proposals (RFP), Invitations to Bid (IFB), and contract terms are all part of the plugins and tracking developed by the Planet team to assist the division. Finally, Planet has generated tollbooths and stop gates to prevent project management mistakes as well as report on the next steps required. The division is able to report and drill down into any project utilizing the customizations to the Dynamics model driven apps.

Invoicing and Procurement:
The division's procurement team requested the assistance of Planet in developing a wholly custom Dynamics model driven app. The app features Contract tracking (including terms and amendments), invoices and expenditures, and RFP tracking (amounts requested, addenda, submittals, and proposals). The app has allowed the department to more efficiently report and

share information as well as avoid single user excel sheets. In one of the most recent upgrades, Planet migrated this solution to the state of North Carolina's new accounting system. During this process all fund codes and GL accounts were migrated to the new accounts. The team at Planet once again utilized the power platform to develop a backend process transitioning the DMS line items. The process automatically generated new line items to align with the new systems codes while simultaneously negating the old account lines. Planet also enhanced the solution to maintain the legacy codes with the newly created codes, assisting end-users with the transition.

Mitigation Requests / Portal:

In addition to maintaining the Dynamics solution the team at Planet is eager to launch the first phase of the DMS portal. The portal utilizes Power Pages and assists customers with submitting new request forms. What once involved downloading pdfs and a return email has transitioned to a dynamic web-based form capable of reacting to the end-user's project scope. The benefits include significant enhancements to data accuracy and have all but eliminated the need for tedious data entry. In addition, the team is actively working towards phase 2 which will enhance the customer's experience with more data such as work status and a document and invoice repository. While not live just yet, the team is anxious to deliver the solution in the very near future.

Reporting:

Planet has also developed additional complex reports and functionality to automate several key business processes starting with SSRS development and more recently transitioning to PowerBi. The most recent reporting development, utilizing PowerBi, improved the team's forecasting and annual reports. With the help of the Power platform the team has migrated from a month-long reporting process that utilized excel and static SSRS reporting to an interactive dashboard with near real-time metrics; vastly improving their ability to react and predict.

Planet

Additional Qualifications/Experience

Strong Partnerships: Our strategic partnership with Microsoft enhances our capability to deliver cutting-edge solutions. Planet has an exceptionally strong partnership with Microsoft and has been awarded Microsoft Cloud Partner of the Year, Security Partner of the Year, Federal Partner of the Year, State and Local Government Partner of the Year, and Windows Partner of the Year.

2020 Microsoft Azure Security Deployment Partner of the Year

Microsoft Federal 6x Partner of the Year

7x Microsoft State and Local Government Partner of the Year

Microsoft Cloud 4x Partner of the Year For Government

5x **Microsoft** O365 Cloud Partner of the Year

Microsoft Windows 4x Partner of the Year

With 14 Microsoft Gold Competencies, there are few partners that can claim equivalent expertise and industry knowledge.

This collaboration ensures that WV DLR benefits from the latest technological advancements and best practices in the industry. Planet is a Microsoft Copilot jumpstart partner as well as a Microsoft Infrastructure and Azure Partner Advisory Council (AZIPAC) member and Microsoft Analytics and Artificial Intelligence Partner Advisory Council (AAIPAC) member.

Innovative Services: Modernization projects need organization change management (OCM), training and adoption plans to successfully deploy into production. Planet has a dedicated OCM Team as well as a Learning and Adoption Team. These two teams work together with our customers to provide an initial customer impact assessment of the new solution as well as a complete rollout plan with communications and customized training videos for internal staff.

Planet Technologies' Innovative Solutions

In addition to the mandatory qualifications Planet has, we want you to know that we have helped many customers utilize Machine Leaning /Data Mining, Robotic Process Automation and Artificial Intelligence.

Our extensive experience in Machine Learning, Data Mining, Robotic Process Automation, Artificial Intelligence, and automation positions us as a leading provider of innovative solutions designed to meet and exceed your expectations. See Appendix for the details on these solutions.

Machine Learning (ML) / Data Mining:

Planet Technologies leverages advanced Machine Learning and Data Mining techniques to analyze large datasets, uncover patterns, and generate actionable insights. Our solutions help organizations make data-driven decisions, optimize operations, and improve service delivery. We are especially proud of the work we did with Stony Brook University Medical School that may ultimately save lives by developing a tool to more easily visualize data.

Microsoft Advanced Specializations
✔ Microsoft Adoption and Change Management
✔ Microsoft Teamwork Deployment
✔ Microsoft Windows and SQL Migration to Azure
✔ Microsoft Identity and Access Management
✔ Microsoft Calling for MS Teams
✔ Microsoft Infrastructure and Azure Partner Advisory Council (AZIPAC) member
✔ Microsoft Analytics and Artificial Intelligence Partner Advisory Council (AAIPAC) member
✔ Microsoft Information Protection and Governance

Robotic Process Automation (RPA): We have successfully implemented RPA solutions to automate repetitive and time-consuming tasks, thereby increasing efficiency and reducing the potential for human error. For example, we worked with the City of Allen, Texas, to implement RPA for COVID-19 reporting and data management, significantly streamlining the process and improving accuracy.

Artificial Intelligence (AI): Our AI solutions are designed to enhance decision-making processes and provide intelligent automation. We have developed AI-driven applications that can predict outcomes, recommend actions, and automate complex workflows, ensuring that our clients stay ahead in a rapidly evolving technological landscape. The work we did at CyberQ exemplifies our AI skills by being able to predict whether a user was lying to a 92% accuracy.

Automation: Planet Technologies excels in automating business processes to increase operational efficiencies. Our comprehensive approach includes discovery, application design, environment planning, development, consulting, testing, and production support. We have a proven track record of delivering high-quality solutions on time and within budget, as demonstrated by our work with various state and local government agencies. Planet's automation solutions have saved numerous hours of time for customers like the City of Allen Texas and State of South Dakota countless hours of manual data entry.

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TECHNICAL APPROACH

This sections includes:

1 Approach and Methodology to Goals and Objectives

2 Approach and Methodology to Compliance with Mandatory Project Requirements

3 Microsoft Power Platform – Streamline and Optimize your Business Processes

4 Scope of Work

Referencing 4.2. Project Goals and Mandatory Requirements

The Vendor should describe what their solution can do to optimize our workflows and streamline our internal processes. Vendor should describe its approach and methodology to providing the service or solving the problem described by meeting the goals/objectives identified below. The Vendor's response should include any information about how the proposed approach is superior or inferior to other possible approaches. The Vendor should also include past working experience with WV Agencies and WV Office of Technology.

Vendors should use existing licenses/connectors already held by the State of WV when possible. We currently have Microsoft 365 G5 licensing with many connectors available, such as Power Platform, Oracle Database, Power BI, and Power Automate. It is important that vendors understand that we are not looking for an ERP system, but rather a tool that will help us manage the specific steps, tasks and workloads associated with procurement.

Referencing 4.2.1 Approach and Methodology to Goals/Objectives

The project goals and objectives are listed below.

Referencing 4.2.1.1 System Design and Architecture

The Vendor should describe their approach to gaining an understanding of the needs of our program, how they plan on developing a scalable system architecture, and how they will tailor the system to fit our needs and existing processes. Vendors should use existing licenses/connectors already held by the State of WV when possible.

Understanding Needs and Requirements

Understanding your needs and requirements for the Procurement Management System is crucial from a business perspective and technical perspective. Planet strives to understand and document these needs and requirements by starting projects with a Discovery & Design phase.

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The goal of this project phase is to understand the current state, gather requirements which will be turned into user stories to set the baseline for development activities, and refine the vision and roadmap for the remainder of the project.

The Planet Project Manager will work with your Project Manager to coordinate and schedule Discovery meetings. Meetings can be recorded and placed in an area, such as Microsoft Teams, for future reference by the Project Team.

The meetings will be used to review the current processes and discuss pain points in the current system and opportunities for improvement in the new system, processes, and workflows. Each meeting is generally two hours or less to maintain focus on subject matter, and include stakeholders and SMEs associated with the pre-defined meeting topics. Meeting attendees are encouraged to arrive prepared to discuss meeting topics and play an active role in discussing and defining requirements.

Development Concepts

Planet develops Power Platform apps the way they are intended to be developed, with the primary focus on using as much out-of-the-box and no-code functionality as possible. This results in shortened development-to-deployment timelines, cost effectiveness, and provides your organization with a system that is scalable, aligns with Microsoft's vision for Power Platform, and low overhead for maintaining the system after moving to production. When the need arises for low-code development, Planet adheres to Microsoft's supported methods for developing Power Platform solutions, resulting in similar rapid development timelines and cost effectiveness, while ensuring that requirements are met while remaining within the bounds of Microsoft's supported development methods.

Through Discovery & Design sessions, we define the set of requirements to meet your functional and business requirements, including best practices and best fit scenarios for the various Power Platform tools. These requirements are mapped to no-code and low-code options to define gap and create a set of user stories and tasks for your project. Adhering to best practices, and enforcing configurations such as required fields, and standardized values in option sets and lookup tables resulting in cleaner and more accurate data now and future-proof.

Delving deeper into Planet's vision, a Model-driven Power App will be developed, which includes Dataverse, for internal DLR personnel to collect, track, and manage the data. The out-of-the-box Account and table will be used to track owners and operators of procurement-related submissions, while the out-of-the-box Contact table will be used to track individuals associated with the Accounts. Custom tables will be created to track submissions and other data elements associated with Accounts, Contacts, and data submission. This data is stored in Dataverse which is associated with the Model-driven app when the environments are provisioned.

Power Pages will be the public-facing web site where external users will log in to submit their data. Power Pages will utilize the same Dataverse instance as the Model-driven app for seamless functionality. Power Pages forms provide the ability for the developer to define a subset of functionality, and associated web role security, to only expose specific fields to the Power Pages forms, providing feature functionality to the external users, while ensuring that external users have access only to functionality and data associated with their profiles when logged in.

Security can also be configured within the Model-driven app, which will be used by internal users, to meet your requirements. This security can be configured at the User, Team, and Organizational level, and supports one or more Security Roles per User.

The following diagram provides a high-level outline of features and functionality provided to internal and external users across the proposed Power Platform solution.
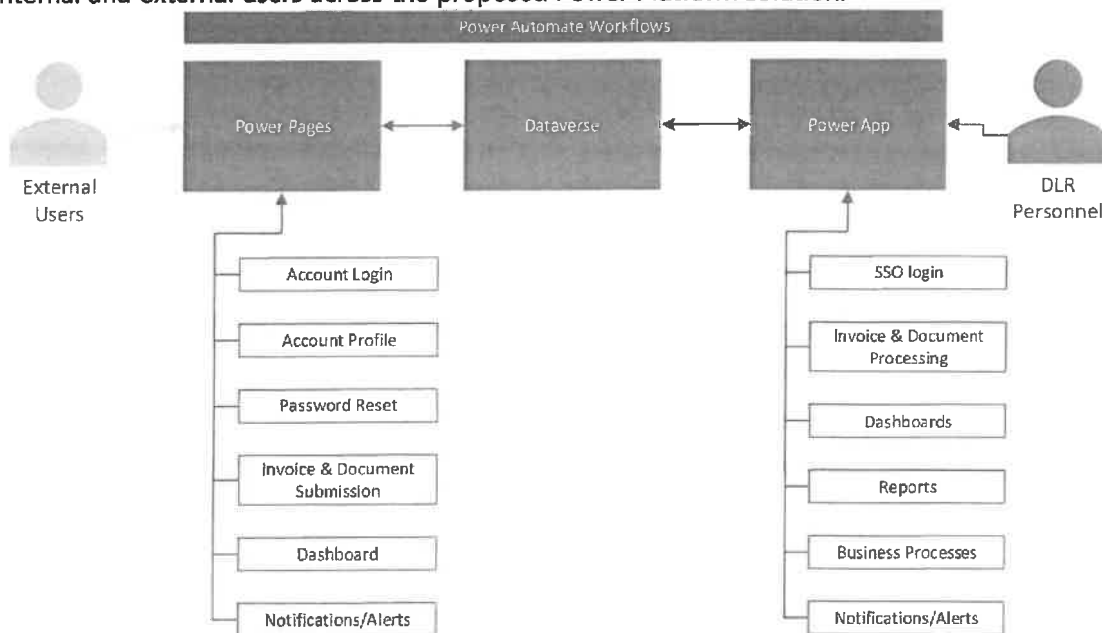
Licensing and Capacity

It is understood that DLR wants to leverage existing Microsoft licenses. Additional licensing for Power Platform may be required if not already owned. Internal users will require Power App licensing, Power Automate licensing will be required to leverages Power Automate for workflow processes, and Power Pages licensing will be required to support external users access and interaction with the public facing portal. It is anticipated that this licensing to Microsoft will provide return on investment by providing DLR the ability to streamline and automate processes.

Capacity requirements referenced in the RFP will be contingent upon actual requirements defined during the project.

Further information can be provided based on the findings from Discovery during the project. However, it is anticipated that at minimum, DLR personnel will require Power Apps Premium licensing for each user who will access the system, at least one Power Automate Premium license will be required, and Power Pages licensing will be required.

Microsoft provides and updates the Power Platform Licensing Guide. For the most up-to-date detail on all topics related to Power Platform licensing, and to not provide outdated information in this document, please reference the Power Platform Licensing Guide (PDF download) at https://go.microsoft.com/fwlink/?LinkId=2085130&clcid=0x409.

Referencing 4.2.1.2 Mobile-Friendly Form Creation & Automated Submission Solution

DLR needs the ability to create & automate mobile-friendly forms for a variety of uses, such as purchase requests, change orders, invoice submissions, etc. Because of the amount of time supervisors work in remote locations, it is also important that approvals can be submitted through a mobile device. The vendor should explain how their solution can achieve this & streamline workflows, form submissions, and review/approval processes. The vendor should provide information on how forms can be customized for various purposes and what templates are available. The vendor must demonstrate how forms are automatically routed to various review or approval levels depending on specific criteria. The vendor must provide information about how data submitted through the forms can be tracked and updated by primary users of the system. Also, the vendor should explain how the solution notifies parties of status updates throughout the workflow. The solution should support customizable workflows with the ability to automate processes across multiple teams, without requiring advanced coding or technical expertise.

Power Platform provides the ability to create forms for various scenarios such as tracking purchase requests, change orders, invoice submissions, and associated contacts. These forms provide responsive design, meaning they will automatically reformat to the screen you're using (computer, laptop, tablet, mobile phone). This, combined with Power Platform residing in the Microsoft cloud, your users will be able to access data and perform actions, such as approvals, when they're at their desk or in the field. Power Apps also offers mobile offline functionality which may be of interest to your organization if your workers will be in rural areas with minimal internet connectivity.

Workflows can be configured to meet your unique needs for scenarios such as review and approval processes and further configured to automatically route incoming submissions to the

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appropriate person or group, based on field values or other criteria being met or collected during the submission process.

Users with appropriate security configuration will have the ability to create and modify submissions. When changes are made that affect that status, workflows can be triggered to alert internal users working the submissions and the external users who initiated the submission. The most basic form of notification would be an email, but this could be expanded to include notifications through Microsoft Teams or other communication methods.

System Administrators can further configure the system, including additional forms, views, workflows, and more. These configurations are preformed through no/low code interfaces within the system. DLR should consider when identifying the individuals who will be Admins, that they should attend the Admin Training session, referenced in the Training section of this document.

Referencing 4.2.1.3 Improved Workflows, Collaboration and Oversight

DLR needs an improved system for ordering and invoice processes, as well as a way to populate internal forms with required information, such as pre-set coding for common invoices. The vendor should show how their solution will reduce the number of steps needed to process orders and invoices, while reducing coding errors. The vendor should demonstrate how our own coding sheets and required forms can be integrated into the workflow system. The vendor should demonstrate how the solution allows DLR supervisors to view and manage workflows and assignments. The solution should also allow for collaboration among multiple stakeholders to work on the same project at the same time, with instant updates reflected in shared dashboards and reports.

Submission, intake, and processing of purchase requests, approvals, receiving reports, and invoices will be streamlined in several ways in the Power Platform system:

- External users will create and account on the portal and update their profile information. This means that when the external user logs in to perform a submission, we already know who they are from their login. There is no need from this point forward to continuously collect information about the person performing the submission, like name, company, phone number, etc. This streamlines the submission process for the external user and reduces errors by not having to re-enter information each time which is already known.
- External users will be able to fill out a submission form and attach any necessary files. Fields on the form can be set as required fields to ensure that the information you need for your business processes is provided by the external user. This reduces, and may eliminate, scenarios where there are errors or omissions with submissions which require DLR personnel to have back and forth communication with the external user to get all of the information and documentation needed.
- External users will be able to receive notification through email and by logging into their account to see notifications, alerts, and status updates. This streamlines the process for

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all involved and reduces phone calls to DLR asking for status updates. These notifications can be triggered by business processes and programmatically perform updates and send the communications, reducing workload for the DLR personnel.

- DLR personnel will benefit from all of the previous bullet points because providing a user friendly and efficient submission & status update process to external users will reduce back and forth communications which can cause delays in your business processes.
- DLR personnel will save time by not having to hand-key data into the system. This is not to say that DLR personnel will not have ability to do so, but by providing the external users the ability to perform a submission, the work of data entry is shifted to the external user. DLR personnel will have the ability to review, verify, and update the data if needed. This saves DLR time on data entry which can be tedious and time consuming.
- They system will provide the ability to add metadata (data about data) to "code" or "categorize" data through lookups and option sets. This means that there will be standardized data values available to associate with records in the system for fields such as Office, Assigned To, Status, Type of Purchase, PO Type, and any other fields where DLR wants to define a set of options that all users can choose from. This streamlines the process for data entry as users do not have to type the full text, just choose from a pre-defined list and your data will remain clean, as users will not be able to misspell text since it's a pre-defined list. The major benefit of this is that because there are standardized lists, reporting on data becomes more accurate.
- Dovetailing all of the previous bullet points, there is a theme of *standardization*. By following this method, we can now begin to create processes in the system, such as automated workflows, approvals, notifications, and alerts. These processes expect certain criteria to be met in order to trigger the process, and by standardizing as described above, DLR will be able to expand their opportunities for reducing clicks and steps to perform actions in the system. This results in time savings, better collaboration, increased accuracy and efficiency, ability to provide better service through focusing on those you serve versus keying data into a system, and ultimately a better user experience for external users and internal users. This will provide the ability for DLR supervisors to view and manage workflows, statuses, and assignments. Depending on the outcome of requirements and the ability to define specific processes, we may be able to programmatically trigger those workflows, update statuses, and even automatically assign tasks to individuals, further reducing manual intervention in the system.
- DLR users will be able to collaborate on the same records, within the bounds of the security that is configured and assigned to each user. This includes real-time updates of data in the system, and Activities which is a set of functionality that can be used to track emails, phone calls, notes and attachments, and other types of interactions.

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Referencing 4.2.1.4 Integrated Tracking

DLR needs a single place to track and report on procurements. The vendor should provide information about how workflows for multiple tasks and projects are tracked simultaneously. The vendor should explain the sharing, editing, and permissions capabilities of the tracking system. Also, the vendor should demonstrate the capability of tracked information to be exported into other file formats, such as CSV or PDF. The capability of the system to generate notifications, such as upcoming contract expiration dates, based on tracked data should also be demonstrated. The vendor should demonstrate how their solution will integrate with our existing systems and relevant applications.

The proposed Procurement Management System based on Microsoft Power Platform, including Power Apps, Power Automate, Power Pages, and Dataverse, will provide your organization with a single place to manage and report on procurements. The external-facing screens for submission and internal-facing management will leverage the same Dataverse instance.

Power Automate offers several features which can be configured to simultaneously manage workflows for multiple tasks. Actual requirements will be discussed and documented during the project. However, some high-level options are listed below:

- Conditional Logic & Parallel Branches: Workflows can be configured for conditional logic and branching. Example: If a condition is met that requires 2 stages of approval, trigger the workflow to alert the first approver and second approver. If either approve rejects the workflow, stop the workflow and update the status to "Rejected".
- Scheduled & Automatic Workflows: Workflows can be triggered when criteria are met, to automatically run the workflow. Example: When a new request is submitted in excess of $10,000, send an alert email to the procurement manager. Workflows can also be scheduled to run at a specific time. Example: Run the workflow every morning at 1am.
- Business Process Flows: This type of flow helps guide the lifecycle of the task from creation to completion and can be configured to support multiple business processes such as a single linear process, to multiple complex processes with branches.

Permissions and Security configuration are managed through Business Units, Security Roles, and if necessary, Field-Level Security. Through this combination of security configurations, the ability to Create, Read, Modify, Delete, Share, and other options can be provided to individuals. Example: A procurement manager needs the ability to create, read, and modify submissions, but an intern working with DLR for a few months should only be able to read the submissions and not be able to create, read, or delete them. This scenario, and unlimited simple and complex scenarios, can be configured. Security configuration requirements will be discussed and documented during the project.

Data can be exported from Views as CSV format, and Reports can be exported as several formats including CSV, PDF, and images. The ability to export data is controlled by the security configurations referenced previously. This means that your organization will have the ability to

enforce which users can export data, and which users cannot export data, through security configuration.

Notifications, such as upcoming contract expiration dates, can be managed in several ways. The easiest and most efficient way is to create a View which can be seen on-screen by the user at any time. Example: Show all Contracts where the expiration date is within the next 3 months. This could be further expanded with workflows as described previously and used in tandem with the previous example. Example: When a Contract expiration date is within the next 2 weeks, send an email alert to the contract manager that even though the Contract shows up on the "Contracts expiring in the next 3 months View", that the Contract has not been updated yet and will expire in 2 weeks. A link directly to the Contract record could be included in the email. Taking this scenario a step further, that email could be sent to a group of people as opposed to a single individual, in cases where the individual may be on vacation and not notice the email alert. Workflow and notification requirements will be discussed and documented during the project.

Power Platform provides built-in Connectors to integrate with various Microsoft and third-party applications and services, allowing data to flow seamlessly between different systems. There are over 1,000 Power Platform connectors available. Some connectors, referred to as Premium Connectors, may involve additional costs to use the connectors. Please reference https://learn.microsoft.com/en-us/connectors/connector-reference/ for the most recent list. Additionally, Custom Connectors can be developed, and Power Apps also supports external systems which provide REST APIs for integration. These requirements will be discussed and documented during the project.

Referencing 4.2.1.5 Dashboards

DLR needs a more efficient solution for communicating status updates to DLR staff. The Vendor should provide a solution for creating customizable "dashboards" based on data collected through forms or input by primary users of the system. The Vendor should show how dashboards are accessed and viewed by users for information on order statuses, approval processes, lead times, etc.

Dashboards can be configured by the System Administrator and provided to all users of the system, but users also have the ability to create their own dashboards. Dashboards can contain components such as charts and data grids. Because dashboards are composite screens containing components and data from throughout the system, it will save you time by looking at a dashboard as opposed to clicking through the system to find the information you need.

Chart components on a dashboard include drill-down functionality, meaning you can interact with the chart and data represented in the chart by just clicking on an area of the chart.

Data grid components on a dashboard are views into specific tables.

An example could be a Purchase Order dashboard which may include a chart and a data grid, with the data grid showing all purchase orders sorted by the most recently created purchase

order and the chart a graphical representation of the data in the data grid as a stacked bar chart showing the purchase orders by month created and grouped by status of the purchase order.

Time has been included in the scope of this proposal to work with DLR to determine dashboard requirements and develop the dashboards.

Referencing 4.2.1.6 Transparency & Reporting

The Vendor should show the reporting, graphing & charting capabilities of the system based on the data being tracked. DLR needs to be able to see real-time total expenditures for various projects and grants based on the dollar amounts of purchases made and invoices processed through the system. We also want to be able to customize and export reports based on financial coding information, contract and grant expiration dates, funding, etc.

Reports are similar to Dashboards above in that Reports created with the out-of-the-box report builder can be configured by the System Administrator and provided to all users of the system, but users also have the ability to create their own reports. Complex reports can also be developed in SSRS or Power BI and included in the system by the System Administrator.

Reports function very similarly to Views like a data grid and include pre-defined columns, column widths, order of columns and sorting of columns. However, Reports provide the ability to group data, which cannot be done with a view.

An example could be a Purchase Request report which shows the list records with columns for Date Received, Requested by, Date Responded, and Vendor Name, then grouped by Office or by Assigned To.

Reports provide the ability to be exported to common files such as XLS and PDF or to be printed. A Refresh button is also included on the reports for scenarios where you just want to get the latest data without having to re-run the entire report.

Referencing 4.2.2 Approach and Methodology to Compliance with Mandatory Project Requirements

The following mandatory requirements relate to the goals and objectives and must be met by the Vendor as a part of its submitted proposal. The Vendor should describe how it will comply with the mandatory requirements and include any areas where its proposed solution exceeds the mandatory requirement. Failure to comply with mandatory requirements will lead to disqualification, but the approach/methodology that the vendor uses to comply, and areas where the mandatory requirements are exceeded, will be included in technical scores where appropriate. The mandatory project requirements are listed below.

Referencing 4.2.2.1 Training, Deployment and Data Migration

The Vendor must provide user training and technical support to resolve issues related to the implementation or operation of the solution throughout the term of the contract. The Vendor will need to explain their plan for deployment & data migration.

Planet offers several options for training and knowledge transfer services. For purposes of this RFP, Planet is proposing a combination of training documentation and training sessions for users and administrators. Additional training services are called out in the section for the 300 consulting hours.

Training

Training Documentation
- User Training Documentation: Planet will create and provide a User Training Document in Microsoft Word format that covers features and functionality.
- Admin Training Documentation: Planet will create and provide an Admin Training Document in Microsoft Word format that will cover System Administrator topics such as onboarding/offboarding personnel user accounts, assigning security to personnel, managing lookup tables, reviewing workflow configurations, and importing solutions through the Development, Test, and Production environments.

Training Sessions
- User Training Session: Planet will provide one User Training session of up to 2 total hours, using the User Training documentation as a guide during the sessions.
- Admin Training Session: Planet will provide one Admin Training session of up to 2 total hours, using the Admin Training documentation as a guide during the sessions. DLR personnel identified to attend the Admin Training session must attend the User Training session. User Training topics will not be covered during Admin Training.

Deployment
- The Planet Project Manager will coordinate the Go-Live date with your Project Manager.
- The Planet Consultant will import the solutions to the Production environment and perform final data migration from the single source data source to Dataverse and will also import the finalized lookup data to lookup tables.
- The Planet Consultant will work with your M365 Admin or Power Platform Admin to verify that all Users have been provisioned and have the appropriate Business Unit and one or more appropriate Security Roles assigned to them.

Data Migration

It is anticipated that data will be migrated from the existing Google Sheet into Power Platform. The following activities are included in scope:

- Work with DLR individual who is responsible for the Google Sheet to determine existing tabs, columns, and rows. Map the gathered information to tables and fields in the Power App.
- Perform a test-run of data migration from the Google Sheet to the Test environment to support Testing activities.
- Perform a final run of data migration from the Google Sheet to the Production environment to support Go-Live activities.

Referencing 4.2.2.2 Secure Data Storage, Encryption, and Compliance

The proposed solution shall provide secure data storage with encryption and compliance with all state and federal data protection regulations (Fed Ramp, NIST, etc.).

Microsoft Power Apps ensures robust data management through a combination of secure storage options, strong encryption protocols, comprehensive compliance certifications, and governance tools. By leveraging Microsoft's security framework and compliance offerings, organizations can confidently build applications that meet regulatory requirements while safeguarding sensitive data.

- **Data Storage:** Model-driven Power Apps allows you to store data using different storage solutions based on your specific use cases, including the default Dataverse and integrations with external data sources through Power Platform Connectors such as SharePoint, SQL Server, OneDrive, and 3rd party data sources that support Power Platform Connectors or REST APIs.
- **Data Encryption:** Power Apps provide standard at-rest and in-transit encryption methods such as Azure Storage Service Encryption (SSE) in Dataverse, 256-bit AES (Advanced Encryption Standard) Azure-managed encryption. Each tenant is provided a unique encryption key which is handled by Microsoft with the ability for your organization to manage your own encryption keys with Azure Key Vault. Data is encrypted in transit using TLS 1.2 when moving between Power Apps, your web browser, and external services and APIs. API calls and integrations using connectors are secured through OAuth 2.0 or other standard authentication methods.
- **Compliance:** Power Apps adheres to a wide range of regulatory standards and frameworks and offers tools and processes for General Data Protection Regulation (GDPR), Health Insurance Portability and Accountability (HIPAA), FedRAMP, SOC, and ISO Certifications, and Data Residency and Sovereignty based on region. Power Apps aligns with the National Institute of Standards and Technology (NIST) cybersecurity standards,

particularly those found in the NIST Cybersecurity Framework (CSF) and the NIST 800-53 guidelines for security and privacy controls. These standards are important for federal agencies, government contractors, and organizations in highly regulated industries.

- **Other:** Power Apps also provides Role-Based Access Control (RBAC) including Business Units, Security Roles, and Field-Level Security to support complex and granular security configurations and record ownership. Audit Logs can be enabled to track changes made to data, apps, and user activities. Backup and Disaster Recover (DR) considerations can be met with Power App and Dataverse options for automatic and manual backups, and manual restores.
- **Further Reading:** Please refer to *Power Apps Us Government* for more details https://learn.microsoft.com/en-us/power-platform/admin/powerapps-us-government.

Referencing 4.2.2.3 Capacity for Data, Log, and File Storage

The proposed solution must have a minimum file storage of 1000 GB.
Microsoft Power Platform utilizes a capacity-based model to manage Data, Log, and File storage. This model defines how storage is allocated and managed across three main categories: Dataverse database (data) storage, log storage, and file storage. Each category serves a different purpose, and understanding the distinctions is key to managing your organization's resources effectively.

- **Data Storage:** For structured, relational data stored in Dataverse (tables, metadata).
- **File Storage:** For unstructured data like documents, images, and attachments.
- **Log Storage:** For system logs, audit trails, and diagnostics.

Procuring user licensing for Power Platform includes additional capacity with each licensed user. DLR may also choose to procure additional capacity from Microsoft to meet current need, and in the future to meet needs at that time.

In summary, Microsoft offers options for capacity now and into the future. Capacity required by DLR today may be met with initial licensing acquisition, but DLR is not limited and may choose to expand licensing in the future to scale with the system. For more information on this topic, please refer to the Licensing & Capacity section of this document which includes a link to Microsoft's Power Platform Licensing Guide.

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Referencing 4.2.2.4 Form Submissions

The proposed solution must allow for an unlimited number of form submissions and an unlimited number of users capable of submitting forms.

The solution to be developed will scale to allow the quantity of user access, and of form submissions, to the Power Platform licensing capacity that your organization procures from Microsoft. For more information on this topic, please refer to the Licensing & Capacity section of this document which includes a link to Microsoft's Power Platform Licensing Guide.

Referencing 4.2.2.5 Licensing Transfer

The proposed solution must have the capability of transferring licenses to accommodate staffing changes.

Power App Premium licenses can be transferred from one user to another when the initial user will no longer require access to the system. For more information on this topic, please refer to the Licensing & Capacity section of this document which includes a link to Microsoft's Power Platform Licensing Guide.

Referencing 4.2.2.6 Technical Support

Technical Support/troubleshooting services must be available after implementation. Post Implementation Customization must be available to adjust as necessary.

This technical support is the 300 hours identified in the Cost Sheet and the yearly maintenance and support. The 300 consultant hours will be invoiced as used. Additional hours can be added at any time as needed.

Year 1 of the maintenance and support services will be billed upon project completion. Yearly renewals will be billed on their anniversary date.

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Consulting Hours

Planet will provide 300 consulting services/hours in support of Microsoft Technologies to include but not limited to the following:

Technology Expertise		
✔ Training Services	✔ Identity Management	✔ Dynamics 365
✔ Office 365	✔ SQL Server	✔ Azure
✔ SharePoint	✔ Security & Compliance	✔ .NET Development
✔ OneDrive	✔ Exchange	✔ Teams
✔ PowerBI	✔ Power Platform	✔ Sentinel

Telephone, email, and/or remote access consulting and engineering assistance will be provided and at minimum 30-minute increments per incident.

Training Services

Training services are one of the options for using some of your hours. We strongly suggest from past projects that you consider using some of your hours for training services for the best adoption experience. We anticipate roughly 100 hours would be ideal to set aside. By dedicating 100 of the 300 consulting hours specifically to training services, we believe we can significantly reduce support tickets, enhance application adoption, and increase user satisfaction. Planet's tailored approach ensures that training is not only relevant and engaging but also effective in empowering users to master new tools and processes.

Planet's extensive experience with app development and user adoption has given us invaluable insights into the critical role that comprehensive training services play in ensuring successful implementations. Our recommendation is to allow flexibility in the combination of training services offered, which will be fine-tuned after a discovery session on the client's current internal training options, review of application personas and final application development. By leveraging this approach, we can tailor our training solutions to address specific needs and foster higher adoption rates and more effective utilization of the new system.

To achieve the best outcomes, Planet will analyze the client's existing training methodologies and gather additional information to determine the most appropriate training services. This customized approach ensures that the training is relevant, engaging, and effective, ultimately contributing to the overall success of the project. Through our methodical and client-focused strategy, we are confident in our ability to deliver impactful training that supports users in mastering the new tools and processes with ease.

Planet offers several potential training services tailored to meet diverse user needs and preferences. These options include:

- **Custom Micro-Learning Videos**: short, focused videos that address specific features or tasks within the application. These videos can be organized into persona-based learning playlists, ensuring that users receive relevant training that aligns with their roles and responsibilities.
- **Webinars / Training Sessions**: Our training webinars provide an interactive platform for users to engage with instructors, ask questions, and gain a deeper understanding of the application. These live sessions foster active participation and allow for real-time problem-solving and discussion.
- **SCORM Training**: Creation of SCORM-compliant training modules that can be integrated into existing Learning Management Systems (LMS). This standardized format ensures compatibility and ease of use within the client's current training infrastructure.
- **Combination of Services**: Based on the complexity and scope of the application, we can mix and match these training modalities to create a comprehensive and cohesive training program. This flexibility allows us to address varied learning preferences and maximize user engagement.

Maintenance and Support Hours for Years 1-5 and optionally for year 6

Planet will provide 70 consulting hours yearly to be used for customization, and consultation as needed. If needed, more hours can be added at any time. These hours need to be used during that year's maintenance and support.   Included in the yearly cost is a Planet Project Manager to coordinate customer requests.

Microsoft Power Platform Business Value

Planet is proposing a solution based on the Microsoft Power Platform, including Power Apps, Power Automate, Power Pages, and Dataverse. The following section describes these technologies, plus other technologies within the Power Platform.

Power Platform Overview

The Power Platform is a suite of Microsoft products designed to empower businesses to analyze data, automate processes, create chatbots, and build custom applications with ease using a low/no code development platform. It consists of four main components:

- **Power Apps**: A low-code development platform used to build custom business applications without writing extensive code. Users can create apps for web and mobile devices while integrating with various data sources and services.

- **Power Automate**: An automation tool used to create workflows to automate repetitive tasks and business processes across various applications and services.

- **Power BI**: A business analytics tool used to visualize and analyze data. It allows users to create interactive reports and dashboards to gain insights from their data.

- **Copilot Studio (formerly Power Virtual Agents)**: A tool for building chatbots without writing code.

Together, these components provide your organization with the tools needed to streamline processes, gain insights from data, and improve productivity.

Underlying the Power Platform are **Connectors,** and **Dataverse**. Dataverse is a secure and scalable data platform which serves as a central repository for storing and managing business data used by Power Apps, Power Automate, and Power BI applications. Key features of Dataverse include:

1. **Data Modeling**: Dataverse allows users to define tables, fields, and relationships to model their business data. Users can create custom tables to represent different types of data and define fields with various data types.

2. **Data Integration**: Dataverse provides built-in **Connectors** to integrate with various Microsoft and third-party applications and services, allowing data to flow seamlessly between different systems. There are over 1,000 Power Platform connectors available. Please reference https://learn.microsoft.com/en-us/connectors/connector-reference/ for the most recent list.

3. **Security**: Dataverse offers robust security features to control access to data at various levels. Administrators can define security roles, permissions, and data access policies to ensure data privacy and compliance with regulatory requirements.

4. **Scalability**: Dataverse is designed to handle large volumes of data and support complex business applications. It provides scalability and performance optimizations to meet the needs of growing organizations.

5. **Extensibility**: Developers can extend Dataverse functionality using plugins, workflows, and custom code to implement complex business logic and automate processes.

Dataverse serves as a foundational component of the Power Platform, enabling organizations to build powerful applications and solutions that leverage their business data effectively.

Additional information can be found at the links below:

- Power Platform Products
  https://www.microsoft.com/en-us/power-platform#products

- Benefits of Power Platform
  https://www.microsoft.com/en-us/power-platform#benefits
- Power Platform Connector Reference
  https://learn.microsoft.com/en-us/connectors/connector-reference/
- Common Data Model
  https://learn.microsoft.com/en-us/common-data-model/

Business Value of Power Platform

Many organizations struggle with building solutions that help their users be successful. Not only do they struggle trying to modernize their systems, but they simply do not have the resources required to meet the ever-changing needs of businesses today. Organizations need to be able to adapt to the modern workforce who expect streamlined digital experiences.

Power Platform provides the ability to use a low/no-code approach to reduce the amount of time needed to take a development project from concept to deployment. Additional Power Platform benefits include:

- Low/no code development with extensibility options for implementing complex business logic and automated processes.
- Replace paper and manual processes to streamline your business processes and reduce data errors.
- Increased performance and efficiency.
- Ability to configure approvals and automatically route items to the appropriate person or group.
- Common Data Model, which includes a set of standardized, extensible data schemas that Microsoft and its partners have published. This collection of predefined schemas includes tables, fields, metadata, and relationships. The schemas represent commonly used concepts and activities to simplify the creation, aggregation, and analysis of data.

Planet offers our free *You Already Own It* service (https://www.youalreadyownit.com), with a focus on optimizing Microsoft services that you already own.

Planet recommends onboarding your organization into the program and scheduling your stakeholders for our Power Platform sessions which cover the business value of the Power Platform, a high-level overview of the Power Platform tools and associated topics such as connectors, governance, community of practice, and center of excellence.

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The sessions also include a demo of the innerworkings of Model-driven apps, Canvas apps, Power Pages, Dataverse, and Power Automate. Attending the sessions will provide the stakeholders in your organization with a basic understanding of the Power Platform, leading to greater success during the project.

Scope of Work

As part of the Technical Approach, we have included Planet's scope of work from initial Discovery and Design to Post-Live Support. We believe this will make it easier to see the flow of the project.

Discovery and Design

The goal of this project phase is to understand the current state, gather requirements which will be turned into user stories to set the baseline for development activities, and refine the vision and roadmap for the remainder of the project.

The Planet Project Manager will work with your Project Manager to coordinate and schedule Discovery meetings. Planet requests that the meetings be recorded and placed in an area, such as Microsoft Teams, for future reference by the Project Team.

The meetings will be used to review the current processes and discuss pain points and opportunities for improvement in the new system, processes, and workflows. It is anticipated that meetings will be two hours or less each, and should include stakeholders and SMEs associated with the pre-defined meeting topics. Planet requests that meeting attendees come prepared to discuss meeting topics to facilitate gathering and prioritizing the requirements for the new system.

Discovery activities will include:

- Defining and documenting business requirements, functional requirements, and user stories through a series of meetings with the DLR SMEs.
- Defining and documenting architectural requirements such as Power Platform environment configurations and licensing needs with the DLR IT Administrator. Please note that this may also require involvement from WVOT.
- The Planet Consultant will use non-meeting times to digest information and formalize the documentation, and prepare discussion topics and follow-up questions. It is anticipated that the meeting to non-meeting time will be approximately 50/50.
- Review of requirements documentation with DLR, and finalization of requirements documentation.

Enablement

Environment Provisioning

Power Platform environments will need to be provisioned within your Microsoft tenant to support the project. Planet anticipates a 3-environment approach consisting of Development, Test, and Production. This will provide specific environments to support activities throughout the project lifecycle for development, testing/training, and final production usage.

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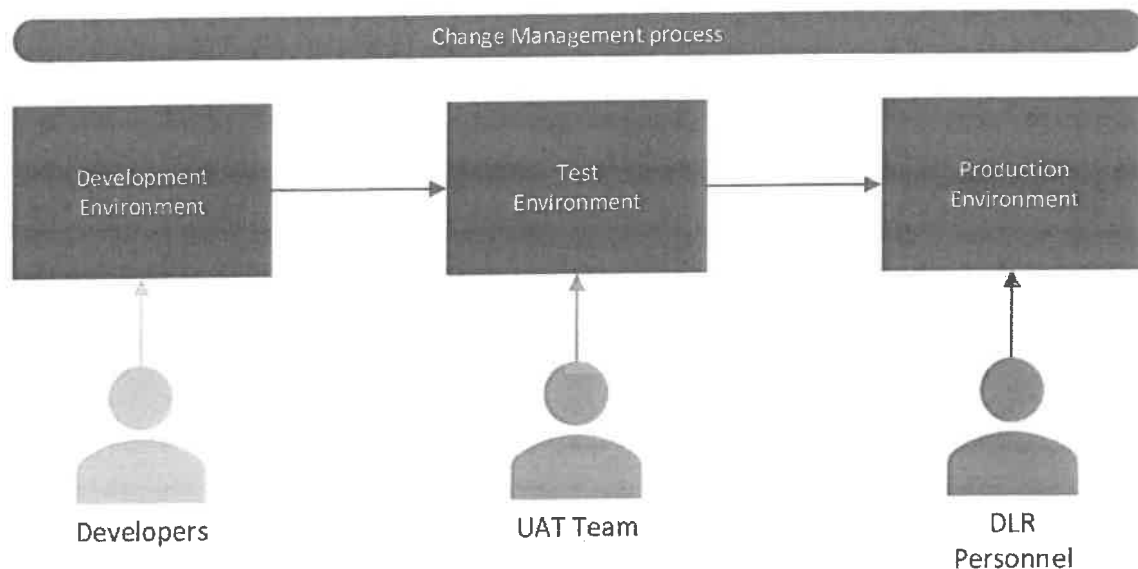
Development

The following tasks are anticipated during the Development phase of the project. The focus of development activities is to use as much out-of-the-box (OOTB) functionality as possible with configurations to meet business requirements, to support invoice submission and management, and document management associated with the invoice submissions.

Power App for internal users

- Configure and develop the core Model-driven Power App functionality according to the defined user stories and requirements.
- Configure and develop customizations to out-of-the-box tables, and custom tables, including forms, fields, relationships, and views to support purchase requests, approvals, receiving reports, and invoicing. It is assumed that the default document storage (Dataverse) will be used to support document management. If it is determined that the document management requirements extend beyond this scope, this may require additional development and may result a change order.
- Configure initial security model including up to 4 total Business Units and up to 3 total Security Roles.
- Configure up to 3 Dashboards with up to 4 total components (charts, data grids) per Dashboard to provide insights into KPI's pertinent to purchase requests, approvals, receiving reports, and invoicing.
- Develop up to 4 total Email Templates or Word Templates.
- Develop up to 4 total Reports using the out-of-the-box report builder. If it is determined that the reporting requirements extend beyond this scope and require SSRS or Power BI reports, this may require additional development and may result a change order. If

Power BI reports are found to be required, DLR will be required to procure sufficient Power BI licensing to support the change of scope.

Configure business logic including Power Automate Cloud Flows for notifications and alerts to internal users for actions or approvals, and for notifications to external users via email.

Power Pages for external users
- Configure and develop the core Power Pages functionality according to the defined user stories and requirements.
- Configure and develop additional customizations to out-of-the-box tables, and custom tables, including forms, fields, relationships, and views to support Power Pages.
- Configure initial security model for Web Roles.
- It is assumed that developing branding for Power Pages will be out of scope and that DLR will provide a branding package (CSS, colors, fonts, images, etc.) to Planet to be applied to Power Pages.

Data Migration

It is anticipated that data will be migrated from the existing Google Sheet into Power Platform. The following activities are included in scope:

- Work with DLR individual who is responsible for the Google Sheet to determine existing tabs, columns, and rows. Map the gathered information to tables and fields in the Power App.
- Perform a test-run of data migration from the Google Sheet to the Test environment to support Testing activities.
- Perform a final run of data migration from the Google Sheet to the Production environment to support Go-Live activities.

Testing

The Planet Consultant will perform unit testing during development, which may also include peer review by other members of the Planet team. DLR is expected to perform user acceptance testing (UAT), and it will own all UAT activities.

Comments and feedback by UAT testers are always welcome as they may provide insight into future enhancements for the system. If defects with scoped items are identified, the Planet Consultant will remediate the issue and DLR will perform follow-up UAT

Training

Planet offers several options for training and knowledge transfer services. For purposes of this RFP, Planet is proposing a combination of training documentation and training sessions for users and administrators.

Training Documentation

- User Training Documentation: Planet will create and provide a User Training Document in Microsoft Word format which will cover features and functionality.
- Admin Training Documentation: Planet will create and provide an Admin Training Document in Microsoft Word format which will cover System Administrator topics such as onboarding/offboarding personnel user accounts, assigning security to personnel, managing lookup tables, a review of workflow configurations, and importing solutions through the Development, Test, and Production environments.

Training Sessions

- User Training Session: Planet will provide one User Training session of up to 2 total hours, using the User Training documentation as a guide during the sessions.
- Admin Training Session: Planet will provide one Admin Training session of up to 2 total hours, using the Admin Training documentation as a guide during the sessions. DLR personnel identified to attend the Admin Training session must attend the User Training session. User Training topics will not be covered during Admin Training.

Deployment

- The Planet Project Manager will coordinate the Go-Live date with your Project Manager.
- The Planet Consultant will import the solutions to the Production environment and perform final data migration from the single source data source to Dataverse and will also import the finalized lookup data to lookup tables.
- The Planet Consultant will work with your M365 Admin or Power Platform Admin to verify that all Users have been provisioned and have the appropriate Business Unit and one or more appropriate Security Roles assigned to them.

Assumptions

- It is assumed that the default document storage (Dataverse) will be used to support attachments. If it is determined that the attachments requirements extend beyond this scope, this may require additional development and may result a change order.
- It is expected that DLR will perform user acceptance testing (UAT). All UAT activities will be owned by DLR, including identifying the UAT Team, scheduling time for them to perform testing, and providing feedback to Planet on testing results.

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- It is assumed that developing branding for Power Pages will be out of scope and that DLR will provide a branding package (CSS, colors, fonts, images, etc.) to Planet to be applied to Power Pages.

Out of Scope

- Power Platform licensing and associated storage capacity is out of scope. DLR will be required to procure all necessary Power Platform licensing and associated capacity and have it in place before a project begins.

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Deliverables

Project deliverables refer to the outputs and results that are produced by the project team. They are critical to the success of the project as they represent the measurable outcomes that the project team and stakeholders are working towards.

Ultimately, the successful delivery of project deliverables is a key factor in achieving project objectives, satisfying stakeholders, and ensuring the overall success of the project.

Phase	Deliverable
Discovery and Design	• Discovery sessions • Requirements Documentation
Enablement	• Provisioning of Development, Test, and Production Power App environments including Power Pages • User Training documentation • Admin Training documentation • Up to two User Training sessions via Microsoft Teams • One Admin Training session via Microsoft Teams • Import finalized lookup table data to the Production environment • Import Power Platform solutions to the Production environment • Assign the appropriate Business Unit and one or more appropriate Security Roles to internal users
Migration	• Data Mapping from a single data source (Google spreadsheet) to Dataverse • Test migration from a single data source (Google spreadsheet) to the Test environment • Final migration from a single data source (Google spreadsheet) to the Production environment
Stabilization and Support	• Post-Live Support as outlined

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PROJECT PLAN

Period of Performance

The period of performance (PoP) for this project is anticipated to be 13 weeks from the project kickoff. This PoP assumes Planet will be "hands on" keyboard which means Planet can do work independently. Prior to the end of the PoP, the contract may be amended via change order. Change Orders must indicate the reason for the change and any impact on scope, costs, deliverables, and the period of performance as applicable. If the PoP of the contract is not extended prior to the end date, in order for Planet to continue to provide services, Customer and Planet must agree in writing to a new SOW identifying the terms of the new agreement.

Anticipated Project Timeline

The anticipated high-level project timeline is outlined below. A detailed project plan will be provided at the end of the Discovery and Design phase of the project.

	Week 1	Week 2	Week 3	Week 4	Week 5	Week 6	Week 7	Week 8	Week 9	Week 10	Week 11	Week 12	Week 13
Discovery & Design	▓	▓											
Environment Provisioning			▓										
Power App Development			▓	▓	▓	▓							
Power Pages Development						▓	▓	▓					
Data Migration									▓	▓			
Testing										▓	▓	▓	
Training													▓
Deployment													▓

Resource Plan

To execute the project successfully within the performance period, both parties must commit to the necessary resources. Based on our experience, the approximate recommended resource commitment needed from the Customer to meet the performance period is below. The recommendations below are project resources needed for the enablement of this engagement and may not include all parties involved in the project.

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Anticipated DLR Role Allocations:

- Project Manager   30-50%   Duration of Project
- Business Users & SMEs   30%   Discovery & Design, Testing, Training
- Power Platform Admin   10%   Environment Provisioning, Support as Needed

Project Management

The Planet Technologies project management office (PMO) stands as a center of excellence, taking ownership of our customers' project success. Due to the nature of our engagements, our customers require an experienced project manager (PM) who can bring a structured, collaborative, comprehensive, and transparent approach to project management. The Planet PM's unwavering commitment is to successfully complete projects on time and on budget with clear, constant communication with our customer via workshops, status meetings, and status reports. Planet brings consistent diligence to following established PMBOK processes using our tools and methods towards project planning and management. Our successful record of accomplishment in state and local government, education, and commercial verticals illustrates the level of standard and discipline we will bring to complete your project.

Planet's methodologies are aligned with industry standards such as PMBOK and ITIL. Project Planning and Management serves as the common thread that brings together multiple stakeholders and resources towards one common goal – enabling our project teams to achieve their full potential to succeed. Planet's PMs provide the right project management methodology that fits both the type of project and the customer's needs, whether that be a waterfall or agile approach. Planet has systems in place to support the management of the project for both tasks and collaboration with our customers. Our project teams are ready to begin work on day one and bring a repository of valuable PMO playbooks and tools to drive quick wins and project success. Planet's PMs provide comprehensive and regular communications to stakeholders to ensure that project goals are being met, risks managed, and issues resolved. Our planning and communication approaches are flexible, scalable, transparent, and provide accountability.

Planet's project management strategy focuses on core processes: Scope, Schedule, Resource & Budget, Quality, and Risk & Issue management. These processes are interdependent and interact in all project management activities to contribute to project success. Having a defined strategy for management means that Planet is prepared to execute this strategy even before the project kick-off. This sets up the project team for successful project execution!

The Planet Project Management process for this project includes working to develop and manage a project schedule, weekly project status reports, and a weekly status meeting. If at any point it is deemed necessary for more frequent touchpoints this may result in a change order.

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SUPPORT PLAN

This technical support is the 300 hours identified in the Cost Sheet and the yearly maintenance and support. The 300 consultant hours will be invoiced as used. Additional hours can be added at any time as needed.

Year 1 of the maintenance and support services will be billed upon project completion. Yearly renewals will be billed on their anniversary date.

Consulting Hours

Planet will provide 300 consulting services/hours in support of Microsoft Technologies to include but not limited to the following:

Technology Expertise		
✔ Training Services	✔ Identity Management	✔ Dynamics 365
✔ Office 365	✔ SQL Server	✔ Azure
✔ SharePoint	✔ Security & Compliance	✔ .NET Development
✔ OneDrive	✔ Exchange	✔ Teams
✔ PowerBI	✔ Power Platform	✔ Sentinel

Telephone, email, and/or remote access consulting and engineering assistance will be provided and at minimum 30-minute increments per incident.

Training Services

Training services are one of the options for using some of your hours. We strongly suggest from past projects that you consider using some of your hours for training services for the best adoption experience. We anticipate roughly 100 hours would be ideal to set aside. By dedicating 100 of the 300 consulting hours specifically to training services, we believe we can significantly reduce support tickets, enhance application adoption, and increase user satisfaction. Planet's tailored approach ensures that training is not only relevant and engaging but also effective in empowering users to master new tools and processes.

Planet's extensive experience with app development and user adoption has given us invaluable insights into the critical role that comprehensive training services play in ensuring successful implementations. Our recommendation is to allow flexibility in the combination of training services offered, which will be fine-tuned after a discovery session on the client's current internal

training options, review of application personas and final application development. By leveraging this approach, we can tailor our training solutions to address specific needs and foster higher adoption rates and more effective utilization of the new system.

To achieve the best outcomes, Planet will analyze the client's existing training methodologies and gather additional information to determine the most appropriate training services. This customized approach ensures that the training is relevant, engaging, and effective, ultimately contributing to the overall success of the project. Through our methodical and client-focused strategy, we are confident in our ability to deliver impactful training that supports users in mastering the new tools and processes with ease.

Planet offers several potential training services tailored to meet diverse user needs and preferences. These options include:

- **Custom Micro-Learning Videos**: short, focused videos that address specific features or tasks within the application. These videos can be organized into persona-based learning playlists, ensuring that users receive relevant training that aligns with their roles and responsibilities.
- **Webinars / Training Sessions**: Our training webinars provide an interactive platform for users to engage with instructors, ask questions, and gain a deeper understanding of the application. These live sessions foster active participation and allow for real-time problem-solving and discussion.
- **SCORM Training**: Creation of SCORM-compliant training modules that can be integrated into existing Learning Management Systems (LMS). This standardized format ensures compatibility and ease of use within the client's current training infrastructure.
- **Combination of Services**: Based on the complexity and scope of the application, we can mix and match these training modalities to create a comprehensive and cohesive training program. This flexibility allows us to address varied learning preferences and maximize user engagement.

Maintenance and Support Hours for Years 1-5 and optionally for year 6

Planet will provide 70 consulting hours yearly to be used for customization, and consultation as needed. If needed, more hours can be added at any time. These hours need to be used during that year's maintenance and support. Included in the yearly cost is a Planet Project Manager to coordinate customer requests.

YouAlreadyOwnIt Cloud Advisor Service

At Planet, our goal is to ensure your organization gets the highest possible value from our partnership and the Microsoft services in your subscription. To that end, Planet has created the YouAlreadyOwnIt cloud advisor service.

YouAlreadyOwnIt is a no-cost service designed so Planet can remain invested in your long-term success, helping you maximize the Microsoft Cloud Services you already own, while keeping up with the constantly evolving services your Microsoft subscription provides.

YouAlreadyOwnIt includes the below no-cost benefits:

1. Cloud Tools Workshops
    1. Productivity Score
    2. Secure Score
    3. Compliance Score
    4. Funding Review sessions
2. Cloud Service Briefings
    1. Microsoft Viva
    2. Teams Voice
    3. Power BI
3. Data Modernization Strategy Sessions
    1. Platform
    2. Analytics
    3. Governance
4. Microsoft FastTrack resources
5. Membership to a community of like-minded industry peers, driven to empower their people and secure their environment.
    1. Monthly Community Office Hours
    2. Monthly Newsletter and Blog to keep you informed
    3. Hand-Selected documentation and helpful artifacts
6. Access to Planet's industry leading Microsoft cloud experts
    1. Cloud Roadmap and Planning Session(s)
    2. Access to Planet's "Ask an Expert" service

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Appendix C - Exceeding Mandatory Requirements Examples

Agency/Client Name	**State of South Dakota**
Project Name	Telecom Invoice Automation
Technologies used	Data Mining, AI Forms Automation, Power Apps
Primary Roles	- Discovery for the automation application - Application design – interface design, integration considerations, technical architecture - Environment planning – configuration of tools surrounding dev-ops or production - Development – authorship of components in Power Platform - Consulting – provided feedback and documentation based on customer request. - Testing – tested code and provided support surrounding testing. - Production rollout assistance - Production support – answering questions during and after the rollout of the product
Start Date	January 2023
End Date	March 2023

Solution Provided:
The State of South Dakota used to manually process over 50 different Telcom Invoices for reconciliation. This required a team to enter line by line charges into a spreadsheet. Planet Technologies used Power Platform AI forms processing to automate this tedious process for all invoice types.

Project Outcome
Planet Technologies was able to build out a minimal viable product showing an end-to-end process of 5 types of invoices. Power Apps AI forms processing was able to be trained to consume PDF versions of Telecom invoices, parse those invoices and update Dataverse tables with the results.
The process ran in a matter of minutes providing all line items in a Dataverse Table that was fed into a spreadsheet for reconciliation.

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Agency/Client Name	**City of Allen**
Project Name	COVID-19 Reporting Automation
Technologies used	(Machine Learning (ML), Data Mining, Power Platform Robotic Process Automation (RPA), Artificial Intelligence (AI) and automation.)?
Primary Roles	• Discovery for the automation application • Application design – interface design, integration considerations, technical architecture • Environment planning – configuration of tools surrounding dev-ops or production • Development – authorship of components in Power Platform • Consulting – provided feedback and documentation based on customer request. • Testing – tested code and provided support surrounding testing. • Production rollout assistance • Production support – answering questions during and after the rollout of the product
Start Date	January 2021
End Date	March 2021

Solution Provided:

Planet worked with the City of Allen, Texas, to implement Robotic Process Automation (RPA) to enhance their COVID-19 reporting and data management. Specifically, they used RPA to automate vaccine data entry for their Fire Department. This automation helped streamline the process, reducing the manual workload and improving the accuracy and efficiency of data handling.

Project Outcome

The customer was able to eliminate the need for 9 overworked stenographers from having to manually enter covid reporting which was mandated by Texas law to be entered into the State's website within 24 hours.

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Agency/Client Name	**Stony Brook University**
Project Name	Aortic Aneurism Trending Prediction
Technologies used	Data Mining and Automation - Azure Synapse, Oracle DBs, DICOM Files, Cerner API, Python and SQL and PowerBI
Primary Roles	Architect, Design, Implement, Deploy
Start Date	August 2023
End Date	November 2023

Solution Provided:

Stony Brook worked with Planet and Microsoft to build a platform to understand aortic aneurism trends by adding patient records and other sources in order to slice and dice data to understand growth rates, reasons for increased risks, etc. The project had several milestone components including data transformation and data visualization. Planet enabled Azure PaaS services to support data ingestion from on-premises and existing Azure data sources. A Planet Data Architect deployed the following artifacts in Azure:

- Azure Synapse and Data Lake
- Azure Data Factory and Pipelines
- Power BI Dashboard

Project Outcome

The result of this solution and project showed a data visualization trend that was not ever seen before without this solution. During Planet's demo of the new solution, doctors were invited who would be using the system to evaluate the millions of patient data elements related to the study. The demo included about a dozen data elements that Stony Brook had chosen and then the information was sorted by high, medium and low growth of aneurism. During the presentation one of the doctors got very excited and asked Planet to go back to a specific data element, the amount of the drug in the blood stream. The data point clearly showed him that the drug had major impact on the level of growth of the aneurism. The doctor had not seen this information before this data visualization. The value of the project went from delivering a very helpful tool for Stony Brook to a tool that may in reality save lives by providing doctors with information that will inform their treatment of the condition.

Based on that trend, the treatment care procedures were altered based on unexpected drug reactions with different growth rates of an aortic aneurism.

Agency/Client Name	**NC Department of Environmental Quality**
Project Name	Permitting Transformation Program (PTP)
Technologies used	Automation- There is a customer-facing portal that integrates with Dynamics 365 Customer Service. A set of custom model driven applications were built on a common Dataverse environment. We utilize Power Automate and Azure Data Factory to integrate Dynamics with other data sources and services such as SharePoint, PayIt, DocuSign, Federal Environmental Protection Agency, and others hosted internally to DEQ.
Primary Roles	- Discovery for the automation application - Application design – interface design, integration considerations, technical architecture - Environment planning – configuration of tools surrounding dev-ops or production - Development – authorship of components in Power Platform - Consulting – provided feedback and documentation based on customer request - Testing – tested code and provided support surrounding testing - Production rollout assistance Production support – answering questions during and after the rollout of the product
Start Date	November 2021
End Date	Present

Solution Provided:

The Permitting Transformation Program (PTP) is a North Carolina Department of Environmental Quality initiative designed to streamline and automate permitting processes while improving access to permit information. PTP aims to ensure permitting processes across five DEQ regulatory divisions are consistent, transparent and efficient through the creation of a web-based solution that allows users to apply for, submit, track and pay for permits.

Project Outcome

Planet streamlined the permitting process to ensure consistency, transparency and efficiency in the permitting processes across five of DEQ's divisions. We modernized the DEQ permitting process, creating a web-based solution for applying, tracking and paying for permit applications. Lastly, we created publicly accessible web-based data dashboards for DEQ data, including permits, records, compliance issues and enforcement actions.

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Agency/Client Name	**CyberQ**
Project Name	Azure AI Enablement and App Development
Technologies used	Artificial Intelligence (AI) Azure Storage
Primary Roles	Architect, Design, Implement, Deploy
Start Date	July 2024
End Date	September 2024

Solution Provided:

CyberQ, known for their expertise in lie detection, has been working on improving the accuracy and efficiency of detecting deception. Traditional methods, such as polygraphs, have shown significant limitations and have often been criticized for their lack of reliability. CyberQ's goal was to harness the power of artificial intelligence to enhance lie detection techniques and make them more accurate and accessible for various applications, including hedge funds, investigators, and employers.

Project Outcome

Planet developed an AI-powered system that can analyze transcripts and detect deceptive statements with 92% accuracy. The system, known as "Q," has been trained on hundreds of validated examples of truths and lies, including high-profile cases like OJ Simpson and Enron. The AI system focuses on specific linguistic patterns rather than physical behaviors, making it potentially less prone to subconscious bias. CyberQ's technology has shown promise in providing more objective and accurate lie detection, which could be used in various fields to identify deception and improve decision-making processes

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Appendix D - Origina RFP with Signatures and Information

COST PROPOSAL

DLR Procurement Management System

Solicitation Number CRFP 0313 DEP2500000003

Prepared for West Virginia Department of Environmental Protection, Division of Land Restoration

October 16, 2024

Planet Technologies, Inc.
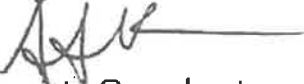9801 Washingtonian Blvd,
Suite 360
Gaithersburg, MD 20878

Phone (301) 721-0100
Fax (301) 721 - 0189

The person authorized to sign this response is Steve Winter

Signature:

swinter@go-planet.com
Executive Vice President
Phone (202) 770-3793

Thank you for the opportunity to submit our response. We look forward to the potential of collaborating with West Virginia Department of Environmental Protection, Division of Land Restoration.

Item	Deliverables (includes all requirements as described in specifications and mandatories)	Est Quantity	Unit Cost	Extended Cost
1	**Discovery and Planning Phase**	1 LS	$ 39,550	$ 39,550
2	**Development, Implementation & Integration** (Includes Enablement (Environment provisioning, Development, Data Migration, Testing, Training, Deployment), and Migration (Data Mapping, Test run, Production run)	1 LS	$ 124,900	$ 124,900
3	**Consultant Hours – Includes user & admin training, postimplementation customization, and consultation as needed.** (Includes PM Time to coordinate) Billed as used	300	$ 70,000	$ 70,000
4	**Year 1 – First year Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 16,445	$ 16,445
5	**Year 2 – First year Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 16,774	$ 16,774
6	**Year 3 – First year Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 17,109	$ 17,109
7	**Year 4 – First year Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 17,452	$ 17,452
8	**Year 5 – First year Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 17,801	$ 17,801
9	**Optional Renewal Year 6 – Maintenance and Support Services** (Includes 70 hours of consultant + PM time to coordinate)	1 YR	$ 18,157	$ 18,157
10	**Licensing (if applicable)**	1 YR	NA	
11	**Cloud Data Storage (if applicable) – Year 1**	1 YR	NA	
12	**Cloud Data Storage (if applicable) – Year 2**	1 YR	NA	
13	**Cloud Data Storage (if applicable) – Year 3**	1 YR	NA	
14	**Cloud Data Storage (if applicable) – Year 4**	1 YR	NA	
15	**Cloud Data Storage (if applicable) – Year 5**	1 YR	NA	
15	**Cloud Data Storage (if applicable) – Optional Year 6**	1 YR	NA	
	TOTAL COST PROPOSAL		$ 338,187	$ 338,187

VENDOR SECTION:

Vendor Name: Planet Technologies, Inc.

Contract Manager: James E. Miller

Physical Address: 9801 Washingtonian, Blvd.,   Remit to Address 9801 Washingtonian, Blvd.,

Suite 360   Suite 360

Gaithersburg, MD 20878   Gaithersburg, MD 20878

Phone No.: 301-721-0100   Facsimile: 301-721-0189

Email: jmiller@go-planet.com

Vendor Representative (Print Name): James E. Miller

Signature: James E Miller   Date: 10-14-2024

Appendix B

Software as a Service Addendum

1. Definitions:

<u>Acceptable alternative data center location</u> means a country that is identified as providing equivalent or stronger data protection than the United States, in terms of both regulation and enforcement. DLA Piper's Privacy Heatmap shall be utilized for this analysis and may be found at https://www.dlapiperdataprotection.com/index.html?t=world-map&c=US&c2=IN.

<u>Authorized Persons</u> means the service provider's employees, contractors, subcontractors or other agents who have responsibility in protecting or have access to the public jurisdiction's personal data and non-public data to enable the service provider to perform the services required.

<u>Data Breach</u> means the unauthorized access and acquisition of unencrypted and unredacted personal data that compromises the security or confidentiality of a public jurisdiction's personal information and that causes the service provider or public jurisdiction to reasonably believe that the data breach has caused or will cause identity theft or other fraud.

<u>Individually Identifiable Health Information</u> means information that is a subset of health information, including demographic information collected from an individual, and (1) is created or received by a health care provider, health plan, employer or health care clearinghouse; and (2) relates to the past, present or future physical or mental health or condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and (a) that identifies the individual; or (b) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

<u>Non-Public Data</u> means data, other than personal data, that is not subject to distribution to the public as public information. It is deemed to be sensitive and confidential by the public jurisdiction because it contains information that is exempt by statute, ordinance or administrative rule from access by the general public as public information.

<u>Personal Data</u> means data that includes information relating to a person that identifies the person by first name or first initial, and last name, and has any of the following personally identifiable information (PII): government-issued identification numbers (e.g., Social Security, driver's license, state identification card); financial account information, including account number, credit or debit card numbers; or protected health information (PHI).

<u>Protected Health Information (PHI)</u> means individually identifiable health information transmitted by electronic media, maintained in electronic media, or transmitted or maintained in any other form or medium. PHI excludes education records covered by the Family Educational Rights and Privacy Act (FERPA), as amended, 20 U.S.C. 1232g, records described at 20 U.S.C. 1232g(a)(4)(B)(iv) and employment records held by a covered entity in its role as employer.

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Public Jurisdiction means any government or government agency that uses these terms and conditions. The term is a placeholder for the government or government agency.

Public Jurisdiction Data means all data created or in any way originating with the public jurisdiction, and all data that is the output of computer processing or other electronic manipulation of any data that was created by or in any way originated with the public jurisdiction, whether such data or output is stored on the public jurisdiction's hardware, the service provider's hardware or exists in any system owned, maintained or otherwise controlled by the public jurisdiction or by the service provider.

Public Jurisdiction Identified Contact means the person or persons designated in writing by the public jurisdiction to receive security incident or breach notification.

Restricted data means personal data and non-public data.

Security Incident means the actual unauthorized access to personal data or non-public data the service provider believes could reasonably result in the use, disclosure or theft of a public jurisdiction's unencrypted personal data or non-public data within the possession or control of the service provider. A security incident may or may not turn into a data breach.

Service Provider means the contractor and its employees, subcontractors, agents and affiliates who are providing the services agreed to under the contract.

Software-as-a-Service (SaaS) means the capability provided to the consumer to use the provider's applications running on a cloud infrastructure. The applications are accessible from various client devices through a thin-client interface such as a Web browser (e.g., Web-based email) or a program interface. The consumer does not manage or control the underlying cloud infrastructure including network, servers, operating systems, storage or even individual application capabilities, with the possible exception of limited user-specific application configuration settings.

2. Data Ownership: The public jurisdiction will own all right, title and interest in its data that is related to the services provided by this contract. The service provider shall not access public jurisdiction user accounts or public jurisdiction data, except (1) in the course of data center operations, (2) in response to service or technical issues, (3) as required by the express terms of this contract or (4) at the public jurisdiction's written request.

3. Data Protection and Privacy: Protection of personal privacy and data shall be an integral part of the business activities of the service provider to ensure there is no inappropriate or unauthorized use of public jurisdiction information at any time. To this end, the service provider shall safeguard the confidentiality, integrity and availability of public jurisdiction information and comply with the following conditions:
   a) The service provider shall implement and maintain appropriate administrative, technical and physical security measures to safeguard against unauthorized access, disclosure or theft of personal data and non-public data. In Appendix A,

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the public jurisdiction shall indicate whether restricted information will be processed by the service provider. Such security measures shall be in accordance with recognized industry practice and not less stringent than the measures the service provider applies to its own personal data and non-public data of similar kind. The service provider shall ensure that all such measures, including the manner in which personal data and non-public data are collected, accessed, used, stored, processed, disposed of and disclosed, comply with applicable data protection and privacy laws, as well as the terms and conditions of this Addendum and shall survive termination of the underlying contract.

b) The service provider represents and warrants that its collection, access, use, storage, disposal and disclosure of personal data and non-public data do and will comply with all applicable federal and state privacy and data protection laws, as well as all other applicable regulations, policies and directives.

c) The service provider shall support third-party multi-factor authentication integration with the public jurisdiction third-party identity provider to safeguard personal data and non-public data.

d) If, in the course of its engagement by the public jurisdiction, the service provider has access to or will collect, access, use, store, process, dispose of or disclose credit, debit or other payment cardholder information, the service provider shall at all times remain in compliance with the Payment Card Industry Data Security Standard ("PCI DSS") requirements, including remaining aware at all times of changes to the PCI DSS and promptly implementing all procedures and practices as may be necessary to remain in compliance with the PCI DSS, in each case, at the service provider's sole cost and expense. All data obtained by the service provider in the performance of this contract shall become and remain the property of the public jurisdiction.

e) All personal data shall be encrypted at rest and in transit with controlled access. Unless otherwise stipulated, the service provider is responsible for encryption of the personal data.

f) Unless otherwise stipulated, the service provider shall encrypt all non-public data at rest and in transit, in accordance with recognized industry practice. The public jurisdiction shall identify data it deems as non-public data to the service provider.

g) At no time shall any data or process – that either belong to or are intended for the use of a public jurisdiction or its officers, agents or employees — be copied, disclosed or retained by the service provider or any party related to the service provider for subsequent use in any transaction that does not include the public jurisdiction.

h) The service provider shall not use or disclose any information collected in connection with the service issued from this proposal for any purpose other than fulfilling the service.

i) Data Location. For non-public data and personal data, the service provider shall provide its data center services to the public jurisdiction and its end users solely from data centers in the U.S. Storage of public jurisdiction data at rest shall be located solely in data centers in the U.S. The service provider shall not allow its personnel or contractors to *store* public jurisdiction data on portable devices, including personal computers, except for devices that are used and kept only at its

U.S. data centers. With agreement from the public jurisdiction, this term may be met by the service provider providing its services from an acceptable alternative data center location, which agreement shall be stated in Appendix A. The Service Provider may also request permission to utilize an acceptable alternative data center location during a procurement's question and answer period by submitting a question to that effect. The service provider shall permit its personnel and contractors to access public jurisdiction data remotely only as required to provide technical support.

4. Security Incident or Data Breach Notification: The service provider shall inform the public jurisdiction of any confirmed security incident or data breach.

a) Incident Response: The service provider may need to communicate with outside parties regarding a security incident, which may include contacting law enforcement, fielding media inquiries and seeking external expertise as defined by law or contained in the contract. Discussing security incidents with the public jurisdiction shall be handled on an urgent as-needed basis, as part of service provider communication and mitigation processes defined by law or contained in the contract.

b) Security Incident Reporting Requirements: The service provider shall report a confirmed Security Incident as soon as practicable, but no later than twenty-four (24) hours after the service provider becomes aware of it, to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and (3) the public jurisdiction point of contact for general contract oversight/administration. The following information shall be shared with the public jurisdiction: (1) incident phase (detection and analysis; containment, eradication and recovery; or post-incident activity), (2) projected business impact, and, (3) attack source information.

c) Breach Reporting Requirements: Upon the discovery of a data breach or unauthorized access to non-public data, the service provider shall immediately report to: (1) the department privacy officer, by email, with a read receipt, identified in Appendix A; and, (2) unless otherwise directed by the public jurisdiction in the underlying contract, the WVOT Online Computer Security and Privacy Incident Reporting System at https://apps.wv.gov/ot/ir/Default.aspx, and the public jurisdiction point of contact for general contract oversight/administration.

5. Breach Responsibilities: This section only applies when a data breach occurs with respect to personal data within the possession or control of the service provider.

a) Immediately after being awarded a contract, the service provider shall provide the public jurisdiction with the name and contact information for an employee of service provider who shall serve as the public jurisdiction's primary security contact and shall be available to assist the public jurisdiction twenty-four (24) hours per day, seven (7) days per week as a contact in resolving obligations associated with a data breach. The service provider may provide this information in Appendix A.

b) Immediately following the service provider's notification to the public jurisdiction of a data breach, the parties shall coordinate cooperate with each other to investigate the data breach. The service provider agrees to fully cooperate with the public jurisdiction in the public jurisdiction's handling of the matter, including, without limitation, at the public jurisdiction's request, making available all relevant records, logs, files, data reporting and other materials required to comply with applicable law and regulation.

c) Within 72 hours of the discovery, the service provider shall notify the parties listed in 4(c) above, to the extent known: (1) date of discovery; (2) list of data elements and the number of individual records; (3) description of the unauthorized persons known or reasonably believed to have improperly used or disclosed the personal data; (4) description of where the personal data is believed to have been improperly transmitted, sent, or utilized; and, (5) description of the probable causes of the improper use or disclosure.

d) The service provider shall (1) cooperate with the public jurisdiction as reasonably requested by the public jurisdiction to investigate and resolve the data breach, (2) promptly implement necessary remedial measures, if necessary, and prevent any further data breach at the service provider's expense in accordance with applicable privacy rights, laws and regulations and (3) document responsive actions taken related to the data breach, including any post-incident review of events and actions taken to make changes in business practices in providing the services, if necessary.

e) If a data breach is a direct result of the service provider's breach of its contract obligation to encrypt personal data or otherwise prevent its release, the service provider shall bear the costs associated with (1) the investigation and resolution of the data breach; (2) notifications to individuals, regulators or others required by state or federal law; (3) a credit monitoring service (4) a website or a toll-free number and call center for affected individuals required by state law — all not to exceed the average per record per person cost calculated for data breaches in the United States in the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the data breach (or other similar publication if the named publication has not issued an updated average per record per cost in the last 5 years at the time of the data breach); and (5) complete all corrective actions as reasonably determined by service provider based on root cause. The service provider agrees that it shall not inform any third party of any data breach without first obtaining the public jurisdiction's prior written consent, other than to inform a complainant that the matter has been forwarded to the public jurisdiction's legal counsel and/or engage a third party with appropriate expertise and confidentiality protections for any reason connected to the data breach. Except with respect to where the service provider has an independent legal obligation to report a data breach, the service provider agrees that the public jurisdiction shall have the sole right to determine: (1) whether notice of the data breach is to be provided to any individuals, regulators, law enforcement agencies, consumer reporting agencies or others, as required by law or regulation, or otherwise in the public jurisdiction's discretion; and (2) the contents of such notice, whether any

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type of remediation may be offered to affected persons, and the nature and extent of any such remediation. The service provider retains the right to report activity to law enforcement.

6. Notification of Legal Requests: The service provider shall contact the public jurisdiction upon receipt of any electronic discovery, litigation holds, discovery searches and expert testimonies related to the public jurisdiction's data under this contract, or which in any way might reasonably require access to the data of the public jurisdiction. The service provider shall not respond to subpoenas, service of process and other legal requests related to the public jurisdiction without first notifying the public jurisdiction, unless prohibited by law from providing such notice.

7. Termination and Suspension of Service:
a) In the event of a termination of the contract, the service provider shall implement an orderly return of public jurisdiction data within the time period and format specified in the contract (or in the absence of a specified time and format, a mutually agreeable time and format) and after the data has been successfully returned, securely and permanently dispose of public jurisdiction data.
b) During any period of service suspension, the service provider shall not take any action to intentionally erase any public jurisdiction data.
c) In the event the contract does not specify a time or format for return of the public jurisdiction's data and an agreement has not been reached, in the event of termination of any services or agreement in entirety, the service provider shall not take any action to intentionally erase any public jurisdiction data for a period of:
   - 10 days after the effective date of termination, if the termination is in accordance with the contract period
   - 30 days after the effective date of termination, if the termination is for convenience
   - 60 days after the effective date of termination, if the termination is for cause

After such period, the service provider shall have no obligation to maintain or provide any public jurisdiction data and shall thereafter, unless legally prohibited, delete all public jurisdiction data in its systems or otherwise in its possession or under its control.
d) The public jurisdiction shall be entitled to any post-termination assistance generally made available with respect to the services, unless a unique data retrieval arrangement has been established as part of the Contract.
e) The service provider shall securely dispose of all requested data in all of its forms, such as disk, CD/ DVD, backup tape and paper, when requested by the public jurisdiction. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the public jurisdiction.

8. Background Checks: The service provider shall conduct criminal background checks in compliance with W.Va. Code §15-2D-3 and not utilize any staff to fulfill the obligations

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of the contract, including subcontractors, who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to 1 year is an authorized penalty. The service provider shall promote and maintain an awareness of the importance of securing the public jurisdiction's information among the service provider's employees and agents.

9. Oversight of Authorized Persons: During the term of each authorized person's employment or engagement by service provider, service provider shall at all times cause such persons to abide strictly by service provider's obligations under this Agreement and service provider's standard policies and procedures. The service provider further agrees that it shall maintain a disciplinary process to address any unauthorized access, use or disclosure of personal data by any of service provider's officers, partners, principals, employees, agents or contractors.

10. Access to Security Logs and Reports: The service provider shall provide reports to the public jurisdiction in CSV format agreed to by both the service provider and the public jurisdiction. Reports shall include user access (successful and failed attempts), user access IP address, user access history and security logs for all public jurisdiction files and accounts related to this contract.

11. Data Protection Self-Assessment: The service provider shall perform a Cloud Security Alliance STAR Self-Assessment by completing and submitting the "Consensus Assessments Initiative Questionnaire" to the Public Jurisdiction Identified Contact. The service provider shall submit its self-assessment to the public jurisdiction prior to contract award and, upon request, annually thereafter, on the anniversary of the date of contract execution. Any deficiencies identified in the assessment will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

12. Data Center Audit: The service provider shall perform an audit of its data center(s) at least annually at its expense and provide a redacted version of the audit report upon request. The service provider may remove its proprietary information from the redacted version. A Service Organization Control (SOC) 2 audit report or approved equivalent sets the minimum level of a third-party audit. Any deficiencies identified in the report or approved equivalent will entitle the public jurisdiction to disqualify the bid or terminate the contract for cause.

13. Change Control and Advance Notice: The service provider shall give 30 days, advance notice (to the public jurisdiction of any upgrades (e.g., major upgrades, minor upgrades, system changes) that may impact service availability and performance. A major upgrade is a replacement of hardware, software or firmware with a newer or better version in order to bring the system up to date or to improve its characteristics.

14. Security:
    a) At a minimum, the service provider's safeguards for the protection of data shall include: (1) securing business facilities, data centers, paper files, servers, back-up

systems and computing equipment, including, but not limited to, all mobile devices and other equipment with information storage capability; (2) implementing network, device application, database and platform security; 3) securing information transmission, storage and disposal; (4) implementing authentication and access controls within media, applications, operating systems and equipment; (5) implementing appropriate personnel security and integrity procedures and practices, including, but not limited to, conducting background checks consistent with applicable law; and (6) providing appropriate privacy and information security training to service provider's employees.

b) The service provider shall execute well-defined recurring action steps that identify and monitor vulnerabilities and provide remediation or corrective measures. Where the service provider's technology or the public jurisdiction's required dependence on a third-party application to interface with the technology creates a critical or high risk, the service provider shall remediate the vulnerability as soon as possible. The service provider must ensure that applications used to interface with the service provider's technology remain operationally compatible with software updates.

c) Upon the public jurisdiction's written request, the service provider shall provide a high-level network diagram with respect to connectivity to the public jurisdiction's network that illustrates the service provider's information technology network infrastructure.

15. Non-disclosure and Separation of Duties: The service provider shall enforce separation of job duties, require commercially reasonable non-disclosure agreements, and limit staff knowledge of public jurisdiction data to that which is absolutely necessary to perform job duties.

16. Import and Export of Data: The public jurisdiction shall have the ability to securely import, export or dispose of data in standard format in piecemeal or in entirety at its discretion without interference from the service provider. This includes the ability for the public jurisdiction to import or export data to/from other service providers identified in the contract (or in the absence of an identified format, a mutually agreeable format).

17. Responsibilities: The service provider shall be responsible for the acquisition and operation of all hardware, software and network support related to the cloud services being provided. The technical and professional activities required for establishing, managing and maintaining the environments are the responsibilities of the service provider.

18. Subcontractor Compliance: The service provider shall ensure that any of its subcontractors to whom it provides any of the personal data or non-public data it receives hereunder, or to whom it provides any personal data or non-public data which the service provider creates or receives on behalf of the public jurisdiction, agree to the restrictions, terms and conditions which apply to the service provider hereunder.

19. Right to Remove Individuals: The public jurisdiction shall have the right at any time to require that the service provider remove from interaction with public jurisdiction any

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service provider representative who the public jurisdiction believes is detrimental to its working relationship with the service provider. The public jurisdiction shall provide the service provider with notice of its determination, and the reasons it requests the removal. If the public jurisdiction signifies that a potential security violation exists with respect to the request, the service provider shall immediately remove such individual. The service provider shall not assign the person to any aspect of the contract without the public jurisdiction's consent.

20. Business Continuity and Disaster Recovery: The service provider shall provide a business continuity and disaster recovery plan executive summary upon request. Lack of a plan will entitle the public jurisdiction to terminate this contract for cause.

21. Compliance with Accessibility Standards: The service provider shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973.

22. Web Services: The service provider shall use web services exclusively to interface with the public jurisdiction's data in near real time when possible.

23. Encryption of Data at Rest: The service provider shall ensure hard drive encryption consistent with validated cryptography standards as referenced in FIPS 140-2, Security Requirements for Cryptographic Modules for all personal data.

24. Subscription Terms: Service provider grants to a public jurisdiction a license to:
  a. Access and use the service for its business purposes;
  b. For SaaS, use underlying software as embodied or used in the service; and
  c. View, copy, upload, download (where applicable), and use service provider's documentation.

25. Equitable Relief: Service provider acknowledges that any breach of its covenants or obligations set forth in Addendum may cause the public jurisdiction irreparable harm for which monetary damages would not be adequate compensation and agrees that, in the event of such breach or threatened breach, the public jurisdiction is entitled to seek equitable relief, including a restraining order, injunctive relief, specific performance and any other relief that may be available from any court, in addition to any other remedy to which the public jurisdiction may be entitled at law or in equity. Such remedies shall not be deemed to be exclusive but shall be in addition to all other remedies available at law or in equity, subject to any express exclusions or limitations in this Addendum to the contrary.

AGREED:

Name of Agency: **WV DEP**

Signature:_____

Title: **Chief Technology Officer**

Date:_____

Name of Vendor: Planet Technologies, Inc.

Signature:_____

Title: Steve Winter, Executive Vice President

Date: 10/14/24