CITY OF WEST DES MOINES
CITY COUNCIL MEETING COMMUNICATION

ITEM: **DATE: January 21, 2020**

Motion – Approve the Professional Services Agreement with Planet Technologies, Inc.

FINANCIAL IMPACT: Financial Impact: Maximum expenditure of $50,000 is not currently budgeted but will be incorporated into a future amendment. Payment will be from General Fund account # 100.650.700.5250.4600: ITS Admin Contractual Services Miscellaneous.

BACKGROUND: In response to the December 9th malware event, West Des Moines IT seeks to engage Planet Technologies for IT security leadership and delivery support. Planet Technologies will provide resources to assist with prioritization of highest impact security initiatives and best practices for expediting the remediation efforts while minimizing any impacts to city services.

IT seeks to gain funding for a maximum of $50,000 for this work.

OUTSTANDING ISSUES (if any): There are about 80 technology related projects which require implementation. Numerous technology changes and rearchitecting is needed across the WDM technology enterprise to adequately mitigate risk against future attacks.

RECOMMENDATION: Motion – Approve the Professional Services Agreement with Planet Technologies, Inc.

Lead Staff Member: Joe Menke, IT Director

STAFF REVIEWS

Department Director	
Appropriations/Finance	
Legal	ADS
Agenda Acceptance	

PUBLICATION(S) (if applicable)

Published In	
Dates(s) Published	

SUBCOMMITTEE REVIEW (if applicable)

Committee	F & A		
Date Reviewed			
Recommendation	Yes	No	

Extended Recovery Support

Prepared for City of West Des Moines, IA

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About Planet Technologies

Microsoft Award Winning Partner

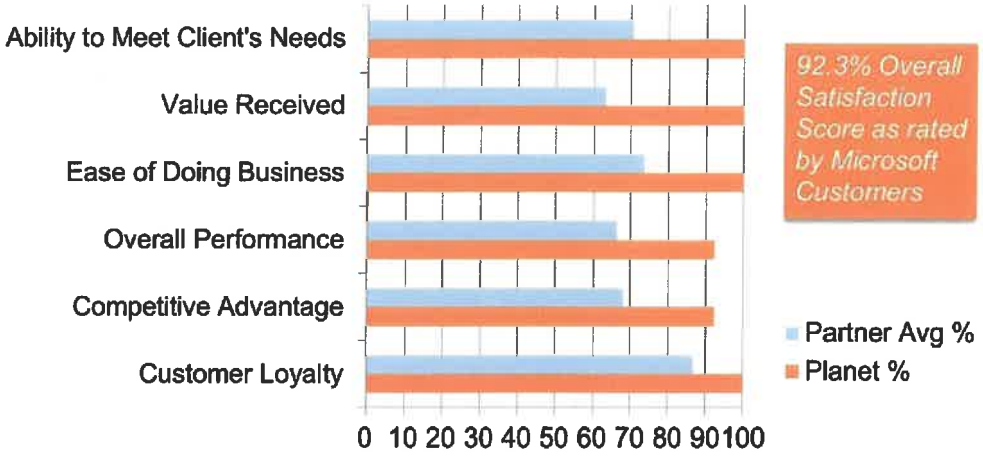
As six time Microsoft Federal Partner of the Year and seven time Microsoft State and Local Government Partner of the Year, Planet Technologies has established itself as the premier Microsoft consulting firm for government Clients across the United States.

In 2018 Planet was selected as the only U.S. based company as a finalist for the **Global Security and Compliance** Partner of the Year award. Since the introduction of the Microsoft Office 365 *Cloud* Partner of the Year award in 2014, Planet Technologies has swept the competition, being awarded the Microsoft State and Local Government Office 365 *Cloud* Partner of the Year award for all four consecutive years. It is a privilege to be recognized for our expertise in helping architect and support organizations to move to the cloud. Clients include the Department of Energy, the City of Chicago, Department of Labor, Health and Human Services, City of Los Angeles, and over 400 other government organizations in providing both Microsoft cloud strategy and transition to Microsoft Office 365 and Azure.

As a Planet client, you are working with the best and brightest Microsoft consultants in the industry, and with a company that has a highly unique relationship with Microsoft Corporation and 20 years of experience, you can trust that we know your business.

Strong Client Service – Exceeding Client Expectations

In Microsoft's most recent independent Client satisfaction survey that is conducted for Microsoft Partners across the United States, Planet exceeded national averages by over 20% in almost all categories.



Technology Expertise

Planet has experience architecting and deploying Microsoft solutions to Clients ranging in size from 100 users to over one million users. We are experts in the areas of design, deployment, development and migrations of:

Technology Expertise	
Active Directory	Exchange
Office 365	System Center
SharePoint and OneDrive	Dynamics 365
Window Server and Desktop	Azure
Identity Manager	.NET Development
SQL Server	Hyper-V
Security and Compliance	Teams

Planet At A Glance

Planet Technologies	
Address:	20400 Observation Dr, Ste 107, Germantown, MD 20876
Branch Locations:	Denver, CO; Dallas, TX; Redmond, WA; Chicago, IL; Harrisburg, PA; Sacramento, CA
Phone / Fax:	(301) 721-0100 / (301) 721-0189
Website:	www.go-planet.com
Date Established:	1998
Type of Ownership	Corporation
GSA Schedule:	GS-35F-0360J
Type:	Small Business
DUNS:	01-302-0685

Online Consulting Agreement

This agreement is made as of _____, by City of West Des Moines, IA ("Client") located in West Des Moines, IA and Planet Technologies Inc., a Delaware corporation, with offices located at 20400 Observation Drive, Suite 107, Germantown, Maryland 20876 ("Planet").

Whereas, Client desires Planet to provide it with certain engineering services and Planet Technologies is willing to provide such services on the terms and conditions contained in this Agreement.

Scope of Work

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

- Azure
- Office 365
- Active Directory
- Exchange
- System Center
- SharePoint
- Dynamics CRM
- Window Server and Desktop
- Identity Manager
- .NET Development
- SQL Server
- Hyper-V
- Additional consulting as necessary
- Hourly usage burn report provided weekly

The initial set of services provided under this agreement will be provided by an Office 365 Consultant and a Security Architect (CISSP). The Office 365 consultant will work with the Client to restore access to the Office 365 tenant. The Security Resource will work with the Client and the Incident Response Team to understand and develop a management plan for the recovery efforts.

Telephone, email, and/or remote access consulting and engineering assistance will be provided and at minimum 15-minute increments per incident. On-site support will be billed by the hour. Hours purchased never expire until utilized

Requests for support will be sent to Primary Planet Points of Contacts, Activities like on-site and conference calls will be scheduled in conjunction with the Planet primary Point of Contact or Project Manager.

If for any reason Planet Consultants do not feel confident of necessary procedures as requested by the Client, do not recommend procedure(s), or feel the tasks requested are better addressed Project based and not support based, Planet reserves the right to refuse performance of requested task and will work with the Client towards a mutually acceptable resolution.

Pricing – Time and Materials

Description	Rate	Estimated Time	Estimated Cost
CISSP Security Architect (Virtual or On-Site)	$325	As needed	
Project Manager (Remote)	$125	As needed	
Office 365 Sr. Consultant	$195	As needed	
Total Cost to Client not to exceed without City approval			**$50,000**

Payment Terms

This time and materials contract will be invoiced monthly, NET 30 days.

Any alterations in the scope will be reviewed with Planet Technologies and may result in a change order for additional services and associated costs.

If applicable, please make purchase orders out to Planet Technologies, Inc.

Travel

Travel costs for the engagement for the Planet Security Architect are included in this contract.

Operational Assumptions

- The Client must arrange for suitable personnel to be available on-site or through other communication channels to furnish necessary information as requested and in a timely manner.
- The Client must appoint, in writing, a corporate Project Manager or designee with authority to make binding decisions on behalf of the Client. The Project Manager or designee will be responsible for all communications and approval of changes to the scopeof work on behalf of the Client as well as responsible for coordinating activities with any third party service providers retained by the Client.
- Unless otherwise specified herein, Planet Technologies, Inc. shall perform services during normal business hours Monday through Friday 8am until 5pm unless otherwise specified herein.
- Where applicable, Planet Technologies, Inc. agrees to provide services during the Period of Performance, if specified, in this agreement. Additional labor outside of the Period of Performance and occasioned by delays from the Client or matters outside of the control of Planet Technologies, Inc. may require a Change Order.
- The Client must provide timely responses to requests for information and isresponsible for same from third party vendors retained by the Client. Timely is to be determined in the context of the engagement and Planet will notify Client designee when it deems responses are not timely.
- The Client must provide access to facilities as required in the Proposal but at aminimum a working environment with phone and network connections for each resource dedicated to this project, and a secure area must be provided for the purpose of storing tools, software and hardware as required by the project and as appropriate.
- The Client must acquire all necessary hardware and software as set forth in theProposal unless specifically designated otherwise. Planet will assist in defining the requirements.
- The Client agrees that Project scope is specifically limited to the scope outlined in this document.
- The Client agrees that changes to the scope of the project outlined in this proposal will require a Change Order, said change order process to be, at a minimum, in writing and executed and agreed to by both parties.
- Planet Technologies, Inc. is not responsible for software issues that may arise due to hardware or platform incompatibility. Planet Technologies, Inc. always recommendsutilizing components from Tier 1 manufacturers.

- The Client must delegate all required administrative rights to Planet Technologies, Inc. personnel for the duration of the project.
- The Client acknowledges that this proposal is based on information provided by Client and any third parties chosen by Client. Inaccuracy or deviation from the information provided may require a change order. Any additional remediation that arises after initial discovery or project initiation may necessitate a change order.
- The Client will provide remote access to the on-premises infrastructure if requested by Planet Technologies, Inc.
- The Client must have access to its public DNS records and the ability to create and modify all appropriate DNS records.
- The Client acknowledges that Planet Technologies, Inc. is not responsible for the successful backup or restoration of existing file systems.
- The Client acknowledges that Planet Technologies, Inc. and its agents will not be responsible for software issues that arise from limitations or "bugs" of COTS (Commercial Off-The-Shelf) software.
- The Client acknowledges that Planet Technologies, Inc. and its agents will not be responsible for the functionality, integrity, security or performance of any software or hardware provided by the client or a third party.
- The Client agrees that any Client network changes made will be immediately reported to Planet Technologies, Inc.'s Project Manager or designee.
- Periodically Planet may receive compensation from Microsoft based on the Client's consumption of Microsoft Cloud Services.

Terms and Conditions

These Professional Services Terms and Conditions, in conjunction with the Operational Assumptions in this SOW, form an SOW Agreement (SOW, Agreement or SOW Agreement) between Planet Technologies, Inc. (Planet or Planet Technologies, Inc.) and the end-user identified on the SOW ("Client"). Unless otherwise agreed by the parties in writing, these terms apply to the professional services performed by Planet Technologies, Inc.

1. Professional Services

1.1 The Client hereby agrees to accept the Services at the agreed location, on the date or dates mutually agreed between the parties as detailed in writing in this SOW pursuant to these terms and conditions.

1.2 The Services shall be provided in accordance with the terms of this SOW, including any time schedule, milestones, and plans set forth herein.

1.3 Unless the Parties agree to different reporting procedures, Planet shall provide Client with periodic progress reports developed by the Parties describing the status of Planet's performance under this SOW for a specific period and the progress expected to be made in the next succeeding period.

2. Payment and Invoices

2.1 The parties agree that invoices will be submitted by Planet to Client. Such invoice method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.2 The accepted method of payment by Client for all invoices shall be by check, ACH, or wire transfer. Such payment method may be changed at any time during this Agreement by separate mutual written consent of both Parties without amendment to this Agreement.

2.3 Planet shall invoice Client in accordance with the schedule set forth in this SOW, or if no schedule is set forth therein, on a monthly basis within thirty (30) days after the end of the month.

2.4 Client shall pay Contractor all amounts on an invoice that are not the subject of a bona fide dispute within thirty (30) days after receipt of an invoice that complies in all material respects with the agreed-upon requirements as to form and levels of detail.

2.5 Planet may invoice Client for reasonable out-of-pocket expenses necessarily and actually incurred in the performance of the Services provided that Planet has previously provided a reasonable estimate of the out-of-pocket expenses and Client has approved Planet's estimate of expenses.

3. Reporting

Planet shall provide Client with monthly and quarterly invoicing reports summarizing all invoice activity for the period in question unless agreed otherwise by the parties.

4. Confidentiality

Client and Planet Technologies Inc. recognize that each may, from time to time, in connection with the performance of this Agreement, disclose confidential information to the other party. "Confidential Information" means any and all information provided under this Agreement by one party (the "Discloser") to the other party (the "Recipient") that, by its nature, Recipient could reasonably assume is confidential or proprietary information. Confidential Information shall include, but is not limited to, trade secrets, computer programs, software, documentation, formulas, data, inventions, techniques, marketing plans, strategies, forecasts, Client information, employee information, financial information, and confidential or proprietary information concerning Planet Technologies, Inc. or Client organization.
Recipient agrees to not disclose, distribute, reproduce, or use Discloser's Confidential Information other than in the course of its duties under this Agreement. Recipient agrees to protect Discloser's Confidential Information by use of at least the same degree of care (but no less than a reasonable degree of care) it uses to protect its own confidential information of similar character. Recipient may disclose Discloser's Confidential Information only to those individuals or parties who have a "need to know", provided that such individuals or parties are under binding obligations of confidentiality substantially similar to those set forth in this Agreement. The provisions contained under this Section shall survive any termination or expiration of this Agreement or any Statement of Work.

Notwithstanding the above, all information may be subject to examination under Chapter 22 of the Iowa Code, "Examination of Public Records." Unless considered "confidential" pursuant to one of the exceptions listed in Section 22.7 of the Iowa Code, records of a governmental body are considered public records and open to inspection by members of the public.

5. Indemnification

Each party shall indemnify and hold the other party harmless from and against any and all claims, demands, causes of action, liability, loss, damage, or injury ("claims"), both to person

and property, arising out of or related to this Agreement, to the extent such claims are attributable to the negligent or willful misconduct of the indemnitor; provided, indemnitee gives the indemnitor prompt notice of any such claims and all necessary information and assistance so that indemnitor, at its option, may defend or settle such claims and indemnitee does not take any adverse position in connection with such claims. In the event that any such liability, loss, damage or injury is caused by the joint or concurrent negligence of both parties, the loss, expense or claim shall be borne by each party in proportion to its negligence.

6. Independent Contractor

6.1 Planet is an independent contractor and nothing in this Agreement will be construedas creating an employer-employee relationship, a partnership or a joint venture between the parties.

6.2 At all times while Planet is performing Work under this Agreement, Planet will maintain its own liability, errors and omissions, workers compensation and other insurance, at the following levels:

Commercial General Liability,

Including coverage for premises and operations, independent contractors, products & completed operations, contractual liability, explosion, collapse and underground hazards (XCU), personal injury/advertising injury. The limits can be satisfied by providing a primary policy or in combination with an excess liability policy. The City shall be named as additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage - Each Occurrence	$1,000,000
Personal Injury & Advertising Injury - Per Person	$1,000,000
General Aggregate on the Above	$2,000,000
Products & Completed Operations General Aggregate	$2,000,000
Fire Damage Limit	$100,000
Medical Expense Limit	$5,000

Business Automobile Liability Insurance

Including coverage for all owned, non-owned and hired automobiles with limits of liability not less than the following. The limit can be satisfied by providing a primary policy or in combination with an excess liability policy. The City of West Des Moines would be added as an additional insured on a primary and non-contributory basis. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Bodily Injury & Property Damage – Each Accident	$1,000,000

Workers Compensation and Employers Liability,

As required by any applicable law or regulation. The policy will include waiver of subrogation endorsement in favor of the City of West Des Moines.

Part 1- Workers Compensation Benefits	Statutory

Employers Liability:

Bodily Injury Each Accident	$500,000
Bodily Injury by Disease Policy Limit	$500,000
Bodily Injury by Disease Each Employee	$500,000

Umbrella Liability

The vendor will maintain umbrella liability insurance on an occurrence basis in excess of the general liability, automobile liability and employer's liability insurance described above which is at least broad as all underlying policies including but not limited to additional insured and waiver of subrogation and Primary and non-contributory.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

Cyber Insurance

The vendor will maintain during the term of this agreement a cyber insurance policy to cover damages resulting from an information security incident naming the City of West Des Moines as an Additional Insured.

Each Occurrence Limit	$1,000,000
Aggregate Limit	$1,000,000

The limits of liability under insurance policies required by this Contract shall in no-way limit the artists actual liability. Any subcontractors utilized shall be subject to the same insurance requirements above.

7. Term and Termination

7.1 This Agreement shall commence on its Effective Date and shall remain in effect from the effective date until final acceptance and payment of the unless earlier terminated in accordance with thisArticle 7 or extended by mutual written agreement of the parties.

7.2 Either party may immediately terminate this Agreement if (i) the other party fails to perform its material obligations under this Agreement and such failure is not corrected within fifteen (15) business days after receipt of written notice, specifying in detail the nature of the breach, from the non-breaching party, or (ii) either party is appointed a trustee for the benefit of creditors, becomes insolvent, bankrupt or initiates a voluntary dissolution. Either party may terminate this Agreement upon thirty (30) days advance written notice.

7.3 If the Agreement is terminated under this Article 7 (Term and Termination) both parties will use commercially reasonable efforts to mitigate fees and expenses and Planet shall promptly deliver copies of all complete and incomplete deliverables subject to the Client. Planet shall be paid (a) at the applicable rate(s) for Services provided on a T&M basis through the date of termination and (b) on a percent of completion basis for Services provided on a fixed price basis. Termination of this Agreement shall not limit either party from pursuing any other remedies available to it, including injunctive relief, nor shall termination relieve Client of its obligation to pay all charges that accrued prior to such termination.

8. Miscellaneous

8.1 Applicable Law/Attorney Fees. This agreement will be governed by the laws of the State of Iowa and any judicial action under the terms of this Agreement shall be exclusively within the jurisdiction of the district court for Polk County, Iowa. If either party employs attorneys to enforce any rights arising out of or relating to this Agreement, the prevailing party will be entitled to recover its reasonable attorneys' fees, costs and other expenses.

8.2 Entire Agreement. This Agreement and any SOWs constitute the entire agreement between Planet and Client, and merge all prior and contemporaneous communications with respect to the subject matter hereof. This Agreement will not be modified except by later written agreement signed by both parties.

8.3 Severability/Waiver. If any Provision of this Agreement will be held by a court of competent jurisdiction to be illegal, invalid or unenforceable, the remaining provisions will remain in full force and effect. No waiver of any breach of any provision of this Agreement will constitute a waiver of any other breach of the same or any other provision hereof, and no waiver will be effective unless made in writing and signed by an authorized representative of the waiving party.

8.4 Critical Technical Issues. Subsequent to production launch, Planet will provide to Client, at no additional charge, the services necessary to correct verifiable P1 bugs for a period of sixty (60) days. P1 bugs are defined as Critical Technical Issues consisting of a total loss of core functionality in the licensed software or inoperability of the Software in production (i.e. a down system) that severely affect the Client's business operations. All reported bugs must be verified and reproducible in the CLIENT product testing lab prior to referral to provider. The warranty period shall begin when the product is generally available to Clients.

8.5 Force Majeure

Neither party shall be in default or otherwise liable for any delay in or failure of its performance under this Agreement where such delay or failure arises by reason of any Act of God, or any government or any governmental body, acts of the common enemy, the elements, strikes or labor disputes, or other similar or dissimilar cause beyond the control of such party.

9. Non-Discrimination

Planet will not discriminate against any employee of applicant for employment because of race, color, sex, national origin, religion, age, handicap, or veteran status. Planet will, where appropriate or required, take affirmative action to ensure that applicants are employed, and that employees are treated, during employment, without regard to their race, color, sex, or national origin, religion, age, handicap, or veteran status. Planet will cooperate with the City in using Planet's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts of work under this Agreement.

IN WITNESS WHEREOF, the parties have agreed to the terms and conditions of this Agreement as of the Effective Date indicated below.

CITY OF WEST DES MOINES

Steven K. Gaer, Mayor

Attest:

Ryan Jacobson, City Clerk

PLANET TECHNOLOGIES INC.

1/17/2020

Steve Winter, VP
Planet Technologies, Inc.