



Innovative eProcurement Solutions

13263 Ventura Blvd., Suite 101 • Studio City, CA, 91604 • (818) 992-1771

## Amendment No.2 PB System™ - Support Services Agreement #5365

### 1. Standard Provisions:

Under the PB System™ Support Services Agreement and any previous amendments thereto (referred to herein as “Agreement”) between PlanetBids, Inc (PlanetBids) and the **County of El Dorado, CA** (referred herein as “Customer”) PlanetBids shall remain bound to the terms of the Agreement, except to the extent the terms of this Amendment conflict with the Agreement or a previous amendment, in which case this Amendment shall supersede. Nothing in this Amendment relieves PlanetBids of its obligation to perform as required by the Agreement or any previous amendment unless expressly stated herein.

### 2. Agreement Revisions:

**A. Agreement Addition:** This Agreement shall become effective upon final execution by both parties and shall cover the period of February 15, 2021 through February 14, 2027, as amended.

**Service Renewal Term.** At the end of the Initial Term or any Renewal Term (as hereinafter defined), this Agreement may extend for additional **3-year** period(s) (each a “Renewal Term”). If activated, this contract extension provision will continue to extend the Agreement period by three (3) additional years at the end of the Initial Term and each Renewal Term. Customer’s extension of the Agreement for a Renewal Term shall be deemed activated upon PlanetBids acceptance of any of the following prior to the end of the Initial Term or then-current Renewal Term: 1) PlanetBids accepts a renewal letter, electronically or hard copy, from Customer; 2) PlanetBids accepts a Purchase Order for payment of the Service for Renewal Term from Customer; 3) PlanetBids accepts payment from Customer for Renewal Term of the Service; or 4) Customer is knowingly and actively using the Services. In the event the Agreement is extended:

- 1) PlanetBids will extend all software licenses in relation to providing the Services
- 2) PlanetBids will maintain all Customer data in relation to the Services
- 3) PlanetBids will extend all User codes in relation to the Services
- 4) PlanetBids will carry forward all vendor data into new Services term
- 5) PlanetBids will invoice Customer and Customer agrees to pay invoice per the terms of this Agreement/Amendment/Addendum.

Per the Service Agreement, discounted multi-year price escalation lock of three percent (3%) annually.

**B. Costs:**

PlanetBids and Customer agree that the costs for the renewal term described below are as follows:

Table (A)

PB System™ MODULES	SETUP	YEAR 1 2024-2025	YEAR 2 2025-2026	YEAR 3 2026-2027
Vendor Management & Bid Management (4 Full User Licenses)	NONE	\$11,309.73	\$11,649.02	\$11,998.49
<b>TOTAL</b>		<b>\$11,309.73</b>	<b>\$11,649.02</b>	<b>\$11,998.49</b>

The total amount of this Agreement Amendment No. 2 for the three (3) year renewal term shall not exceed \$34,957.24, as amended, inclusive of all costs, taxes, and expenses.

The total amount of this Agreement shall not exceed \$72,446.06, as amended, inclusive of all costs, taxes, and expenses. Future renewal terms will continue to increase by the discounted multi-year renewal escalation rate of three percent (3%) annually unless agreed to in writing by both parties otherwise.

**C. Schedule of Services/Milestones/Deliverables:**

PlanetBids and Customer agree that there shall be no change to the terms of the Agreement billing cycle.

**3. Business Name Change:**

This amendment accomplishes a change of name only and all rights and obligations under the Original Agreement and any Amendment thereof are unaffected by this change. All references to PlanetBids, Inc. with respect to this Agreement shall be replaced with PlanetBids, LLC, a Delaware limited liability company.

**4. Levine Act:**

Pursuant to Government Code section 84308 (SB 1439, the Levine Act), PlanetBids shall complete and sign the attached Exhibit C, marked "California Levine Act Statement," incorporated herein and made by reference a part hereof, regarding campaign contributions by PlanetBids, if any, to any officer of County.

**5. Signatures:**

This Amendment may be executed and delivered by electronic or facsimile signature and an electronic or facsimile signature shall be treated as an original.

IN WITNESS WHEREOF, This Amendment has been executed under the provisions of the Agreement between PlanetBids and Customer. By signing below, the parties hereto agree that all terms and conditions of this Amendment and the Agreement and any previous amendments shall be in full force and effect.

The persons below assert that they are authorized to execute this Amendment.

**PLANETBIDS, LLC.**

**Customer: County of El Dorado, CA**

By: *David DiGiacomo*  
David DiGiacomo (Jan 20, 2024 13:01 EST)  
\_\_\_\_\_  
David DiGiacomo, CEO  
01/20/2024 (Date)

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
\_\_\_\_\_ (Date)

# PlanetBids LLC

## Exhibit C

### California Levine Act Statement

#### California Levine Act Statement

California Government Code section 84308, commonly referred to as the "Levine Act," prohibits any officer of El Dorado County from participating in any action related to a contract if he or she accepts, solicits, or directs any political contributions totaling more than two hundred and fifty dollars (\$250) within the previous twelve (12) months, and for twelve (12) months following the date a final decision concerning the contract has been made, from the person or company awarded the contract. The Levine Act also requires disclosure of such contribution by a party to be awarded a specific contract. An officer of El Dorado County includes the Board of Supervisors, any elected official, and the chief administrative officer (collectively "Officer"). It is the Contractor's responsibility to confirm the appropriate "Officer" and name the individual(s) in their disclosure.

Have you or your company, or any agent on behalf of you or your company, made any political contribution(s), or been solicited to make a contribution by an Officer or had an Officer direct you to make a contribution of more than \$250 to an Officer of the County of El Dorado in the twelve months preceding the date of the submission of your proposals or the anticipated date of any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Do you or your company, or any agency on behalf of you or your company, anticipate or plan to make any political contribution(s) of more than \$250 to an Officer of the County of El Dorado in the twelve months following any Officer action related to this contract?

YES  NO

If yes, please identify the person(s) by name:

Answering YES to either of the two questions above does not preclude the County of El Dorado from awarding a contract to your firm or any taking any subsequent action related to the contract. It does, however, preclude the identified Officer(s) from participating in any actions related to this contract.

01/20/2024

Date

PlanetBids LLC

Type or write name of company

*David DiGiacomo*  
David DiGiacomo (Jan 20, 2024 13:01 EST)

Signature of authorized individual

David DiGiacomo

Type or write name of authorized individual