



Innovative eProcurement Solutions

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

PB System™ SUPPORT SERVICES AGREEMENT

***What is PlanetBids.** PlanetBids provides a sustainable off-the-shelf modular suite of web-based eProcurement solutions to centralize, automate and manage the complete bidding process for goods and services. All of the solutions are interconnected, comprehensive and streamlined to help fulfill operational tasks in a timely manner, increase productivity and significantly reduce an organization's overall spend. Additional details and end User terms can be found at www.planetbids.com*

This SUPPORT SERVICES AGREEMENT ("Agreement"), which describes the terms and conditions applicable to use of the PlanetBids Online Support Services, is made and entered as of the Service Period defined below, by and between PLANETBIDS, LLC, a Delaware Limited Liability Company ("PlanetBids") and the following customer ("Customer") as described below:

Customer Name: Mt. Diablo Unified School District

Street Address: 1936 Carlotta Drive

City, State ZIP: Concord CA 94519

Department: Purchasing

Principal Contact: Elizabeth McClanahan

Title: Director of Purchasing And Warehouse

Phone & Email: +19258257440 ext 3740; mcclanahane@mdusd.org

Method of Payment: Net 30 Days

Initial Service Period: 04/17/2025 - 04/16/2028

THEREFORE, PlanetBids and the Customer agree as follows:

PlanetBids Services. Upon acceptance of this Agreement, PlanetBids shall provide the following Support Services to Customer, subject to the terms and conditions of this Agreement and as more specifically described in Exhibit "A".

- a. "Services" shall include one or more of the following PlanetBids PB System™ modules or features if, and only if, listed in Exhibit "A". Customer shall not have access or use of any modules or features not listed in Exhibit "A".
- b. PlanetBids will market on behalf of Customer to drive Vendor engagement to participate in Customer's projects/bids as outlined in Exhibit "A".

Fees and Payments.

Support Fees. Customer agrees to pay PlanetBids set up and services fees as set forth in Exhibit "B" hereto.

- a. **Additional Services; Fees.** If requested by Customer, PlanetBids will provide any or all of the following additional services at the fees set forth in Exhibit "B":
 1. Customization work in addition to standard setup shall be contracted in the following manner and at PlanetBids' current standard rates: (a) Customer shall submit a written request describing the proposed project; (b) PlanetBids conduct a feasibility and assessment of the project and the work required, (c) if the project is technically feasible, PlanetBids will submit to Customer a written estimate setting forth the price, estimated schedule and any conditions of the project. PlanetBids

shall not proceed until approval is received in writing from Customer.

2. Training to Customer's designated users, in addition to that provided pursuant to Section 2(a)(1), is available at rates set in Exhibit "B".
3. Customer may, during the term of this Agreement, access and retrieve data in comma delimited format and documents, at no cost. Additional Services related to the retrieval or restoration of any of Customer's data from such back-up files are available, if necessary, at rates set forth in Exhibit "B".

b. Purchase Orders/Billing. Purchase orders, billing or any related matters must be emailed to billing@planetbids.com or mailed to the following address;

PlanetBids, LLC.,13263 Ventura Blvd., Suite 101, Studio City, CA 91604

Attn: Finance or other address as specified by Company

- c. Payment Terms.** Net 30, Please remit the full amount within 30 days from the date of this invoice.
- d. Tax.** It shall be the responsibility of Customer to collect and pay any taxes, duties, imports, or tariffs that are applicable to sales via the Services.
- e. Credit Cards:** 3% credit card fee will be applied to all transactions made through a credit card
- f. Late Fees:** If Customer is overdue on any payment and fails to pay within specified payment term, then PlanetBids may assess, and Customer agrees to pay a late fee of either 1.5% per month, or the maximum amount allowable by applicable law, whichever is less.
- g. Insurance:** Insurance verification is provided for no cost, to be added as an "additional insured" is an additional fee as defined in Exhibit "B".

Discount Service Agreement Extension: At the end of the Initial Term or any Renewal Term (as hereinafter defined), this Agreement **may** extend for additional 2-year periods (each a "Renewal Term"). If activated, this contract extension provision will continue to extend the Agreement period by two (2) 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 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.

No Guarantee. PlanetBids does not guarantee use of the Services will produce any quotes, business opportunities or other information helpful to the business of Customer, nor does it guarantee that any contact provided will be adequate or best suited for any transaction.

Permitted Use. Customer shall not use, or permit any employee, consultant or other third party to use, the Services or any content or information accessible through the Services with any other e-procurement product or service including, but not limited to, use of the PB System's vendor and contractor database to distribute requests for bids through a third-party product or service.

Third Party Codes. If Customer uses standard identification codes, PlanetBids shall have the right to request for inspection an original copy of such codes and any necessary authorizations for use. If such identification codes are proprietary codes of third parties, such as NIGP, SIC or CSI, or any other third-party identification codes, it shall be the responsibility of Customer to obtain the necessary licenses and Customer indemnifies and holds harmless PlanetBids from the unauthorized use or publication of any such identification codes with respect to the Services.

Data. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer's website on a daily basis. The standard duration of such data retained will be for a minimum of 7 years upon contract termination and determined by PlanetBids in its sole discretion thereafter. In the event PlanetBids finds it necessary to purge Customer's data file prior to the standard 7 years, Customer's data will be transmitted to Customer for Customer's record keeping purposes

Disclaimer. PLANETBIDS MAKES NO OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NONINFRINGEMENT OF INTELLECTUAL PROPERTY OR OTHER VIOLATION OF RIGHTS, EVEN IF PLANETBIDS HAS BEEN MADE AWARE IN ADVANCE OF SUCH POTENTIAL RISK, NOR ANY WARRANTY REGARDING THE ACCURACY, LIKELY RESULTS, OR THE RELIABILITY OF ANY SITES LINKED INTO THE SERVICES. IN NO EVENT SHALL THE AGGREGATE LIABILITY OF PLANETBIDS HEREUNDER EXCEED \$1,000,000.00

Indemnity. Except as otherwise provided in this Agreement, each party shall bear its own risks and liabilities, including but not limited to, losses, damages, and costs arising from its own actions and omissions, or those of its agents, employees, or subcontractors. This includes but is not limited to, liability for bodily injury, property damage, and any other claims or liabilities arising out of or related to the performance of this Agreement.

Termination. a) Termination for Cause. This Agreement may be terminated by either party by providing the nonterminating party with no less than forty-five (45) business days written notice (and reasonable opportunity to cure) upon the occurrence of any breach of any material term or condition of this Agreement or any representation or warranty herein. b) Termination Other Than for Cause. Customer may terminate this Agreement without cause by giving Company no less than sixty (60) days written notice before the effective date of such termination. In such case, the effective date of termination shall be the anniversary of the date for the current term of this Agreement that first occurs following the end of the foregoing notice period to each consecutive term year. Any payments made by Customer for actual or subsequent years are non-refundable.

Confidentiality and Non-Disclosure. To the extent authorized by law, each party to this Agreement agrees that it shall treat as confidential, information provided or that becomes known to it by the other party that is either marked "confidential" or reasonably known to be confidential. The parties will use confidential information (a) solely to fulfill its obligations under this Agreement; (b) protect confidential information using the same degree of care it uses to protect its own confidential information of a like nature; (c) but in no event less than a reasonable degree of care.

Notices. PlanetBids shall provide notice to Customer via email, or (at its discretion) via certified U.S. Mail, to the address provided in this Agreement or such other address provided by Customer to PlanetBids. Customer shall provide notice to PlanetBids via email to customerservice@PlanetBids.com, with a copy sent via certified U.S. Mail to the address on the membership registration. Notices will be effective 6 hours after sending if sent via email (unless the sender receives a response indicating that the message was undelivered) or 3 business days after the mailing date, whether or not received.

Assignment. Neither party shall assign this Agreement or any of its rights or obligations without the prior written consent of the other party, and any such attempted assignment will be void, provided PlanetBids may transfer this Agreement without consent of Customer in connection with the sale or transfer of all or substantially all of its equity or assets. Subject to the above, this Agreement will be binding upon the parties' respective successors and permitted assigns.

No Waiver. The failure of PlanetBids to exercise or enforce any right or provision under this Agreement will not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of the terms and conditions shall remain in full force and effect.

General. Each party to the Agreement agrees that any dispute arising under the Agreement shall be submitted to binding arbitration according to the rules and regulations of, and administered by, the American Arbitration Association, and that any award granted pursuant to such arbitration may be rendered to final judgement. Notwithstanding anything herein, either party may seek injunctive relief and the enforcement of judgments in any court of competent jurisdiction, no matter where located. The prevailing party in any action to enforce our interpret Agreement shall be entitled to recover cost and expenses, including without limitation, attorney's fees whether in arbitration, a court of first jurisdiction and any courts of appeal.

Force Majeure. PlanetBids will not be liable in any amount for failure to perform any obligation under this Agreement if such failure is caused by Internet outages or delays, unauthorized access (hacking), earthquakes, communications outages, fire, flood, war, an act of God, pandemic, or the occurrence of any other unforeseen contingency beyond the reasonable control of PlanetBids.

Authority to Sign. Customer represents and warrants (a) the Customer information provided is current, complete, and accurate, (b) that the person signing this Agreement is authorized to bind Customer, (c) Customer will update the information (including credit card information, if applicable) as required to keep such information current, complete and accurate. PlanetBids may, in its sole discretion, cancel or terminate this Agreement if Customer has willfully violated its

obligations hereunder.

AGREED effective as of the date first written above.

PlanetBids



x _____

Signatory: David DiGiacomo, CEO

Email of signatory: davidd@planetbids.com

Timestamp: Thursday, March 20th, 2025 8:51 PM UTC

Mt. Diablo Unified School District



x _____

Signatory: Adrian Vargas

Title: Chief Business Officer

Email of signatory: vasgasadrian@mdusd.org

Timestamp: April 18, 2025

EXHIBIT "A"

**STATEMENT OF WORK
FOR SETUP, IMPLEMENTATION AND TRAINING**

1. Customer System Configuration:

Services available to Customer shall be utilized by the Purchasing Department and shall include:

A. Access for up to (1) full licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

- i. Vendor Management, Bid Management & Bid Spec Library
- ii. Advanced e-Bidding
- iii. Read-Only
- iv. Single Sign-On

B. Access for up to (5) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

- i. Contract Management
- ii. Insurance Certificate Management with My Insurance

C. Access for up to (10) licensed users of Customer to the following module(s) of the PlanetBids "PB System™":

- i. Document Management

D. Access and use of the PlanetBids "Outreach" database for no additional cost.

2. PB System™ Access Services:

PlanetBids rate for maintaining the PB System™ vendor and bid management is based upon an unlimited number of monthly transactions (Bids) and the number of user licenses acquired by Customer. PB System™ Access Services include the following:

- System Administration – PlanetBids will be responsible for system and data backups, disaster recovery, system reliability, availability, privacy, and system security
- Hosting Infrastructure – PlanetBids will be responsible for hosting Services, maintaining the network, hardware, and software infrastructure
- Customer Service – Is available Monday through Friday, excluding statutory holidays (see Help Desk definition below)
- Account Management – PlanetBids will provide a dedicated Account Manager for post-sales support, Services questions.

3. PB System™ Setup, Implementation and Online Training:

- Online training will be provided as outlined below for only the PB Modules licensed and purchased by the Customer for the initial setup and configuration of the Service. PB Modules which were not purchased by Customer, training will be omitted.
- PlanetBids will initially install for Customer the specified number of licensed Services users and configure PB modules.
- PlanetBids will provide up to 3 months' access, by request, to an online training sandbox for Customers to practice using the Service during the initial setup period.
- Vendor and Bid Management Modules: 2-hours and 45-minutes
- Advanced eBidding for Public Works add-on Module: 15-minutes
- PB System™ Project Evaluation Management Module: 45-minutes
- Insurance Certificate Management with My Insurance module: 30-minutes

- Contract Management Module: 45-minutes
- Includes training for DocuSign add-on to Contract Management. The DocuSign product or service is not included. Customer must purchase from DocuSign the required product or services access.
- Agency Contracts add-on Module to Contracts Management: 15-minutes
- Contract Compliance add-on module to Contract Management Module: 15-minutes
- Business Certification Module: 30-minutes
- Emergency Operations Module: 20-minute online training session

4. PB System™ setup, implementation and training consists of the following:

A. Initial program definition

The PlanetBids implementation manager will work with one (1) designated Customer project manager to develop a roadmap for system implementation. The implementation manager will define and present a project management schedule to the Customer project manager. Customer will be required to submit information according with the project management schedule. Upon completion and review of the Services by Customer, online training will be scheduled and performed.

B. System implementation and administration

PlanetBids will enter and configure Customer requirements into Services for each licensed user access for Customer for only the Modules purchased by the Customer.

The following implementation services will be provided:

- a. Account Manager assigned to manage implementation process.
- b. Press kit developed by PlanetBids Marketing team, including initial press release for publishing to attract Vendors to register for new system.
- c. URL configured for Customer's procurement web page for Vendor registration.
- d. Customer shall publish official press releases to attract Vendors to new URL. PlanetBids will publish Customer press release to social media sites and other media outlets.
- e. PlanetBids will create and send an initial email campaign to any existing Vendor lists Customer may have access to or has compiled. Data will be sent to PlanetBids in comma delimited format or excel.
- f. Configuration of Customer's purchased Modules.
- g. Testing of Customer's purchased Modules
- h. Customer specific databases will be established.
- i. Complete bid management from bid submission to awarding.
- j. Electronic bidding tools configured.
- k. Daily backups.
- l. Services users and vendor support for the duration of the Agreement.

5. Professional Services

PlanetBids will provide consulting services for custom reports or Services customizations, specific to Customer, not covered by this Statement of Work at an additional charge. Additional consulting services requested in writing by Customer will be billed at the rates set forth in Exhibit "B". No work will begin on professional services before a mutually agreed-upon statement of work is completed.

6. Help Desk

The PlanetBids Help Desk is available for support (as defined below) via our telephone number (818) 992-1771, from 8:00 am to 5:00 pm, Monday through Friday, excluding statutory holidays. Online support, as well as on-line help services are also available at <https://solutions.planetBids.com/support> (<https://solutions.planetBids.com/support/>) .

To ensure prompt assistance for licensed users of Customer's Services, PlanetBids requires the Customer to designate at least one, preferably two or three, Services Super Users. The Customer Super Users will be responsible to manage licensed user access, such as username and password, initiating or providing basic "Level 1" support to the licensed users of Customer's Services. While PlanetBids will offer Level 1 or Level 2 support, the designated Super Users will serve as the primary point of contact with PlanetBids.

To provide instant service to vendors and contractors, PlanetBids recommends Customer to initiate or provide basic "Level 1" support although PlanetBids will provide Level 1 or Level 2 support at any time:

- Level 1 support representatives will attempt to answer most or all questions, including help to vendors with simple problems (edit profile, etc.) or general "how-to" questions (search functionality, bidding, etc.). Services related questions by Vendors/Contractors that cannot be answered or supported by Customer should be directed to a PlanetBids support representative. More complex, technical questions should be directed to a Level 2 PlanetBids support representative.
- Level 2 support is more technical in nature. Level 2 questions may, for example, deal with Customer users (i.e., PB System™ administrative users including buyers, project administrators, etc.) or with password issues requiring special assistance, or with possible product bugs or failures. In this case, some research and investigation may be required.

7. User License(s) Management

Customer is responsible for monitoring and maintaining Services licensed users and ensuring all usernames and passwords are always up-to-date. Usernames and passwords are for authorized individual use only.

EXHIBIT "B"

FEES AND PAYMENTS

a. **Support Fees.** Customer agrees to pay PlanetBids a total of \$39,275 for the first year. Payment for Year 1 shall be due and payable 30 days from the time of execution of this Agreement. The fee(s) for each of the following years are as outlined in Table (A) below and are payable in advance within 30 days of the first day of each such year:

1. **Setup Fee.** Customer agrees to pay a setup fee of \$9,000 for the Services installation, configuration, and testing of the Services portal link to Customer’s website, plus administrator setup and one-time online user training for up to the number of user licenses and additional modules as outlined in this Agreement and Exhibit “A”.
2. **Service Fee Payment.** Customer agrees to pay for using the Services modules, a service fee of \$30,275 for first year of this Agreement and each of the following years as outlined in Table (A). A (3%) percent fee increase applies upon renewal each year.

Table (A)

PB System™ MODULES	Quantity	SETUP	YEAR 1 2025-2026	YEAR 2 2026-2027	YEAR 3 2027-2028	YEAR 4 2028-2029 (Optional)	YEAR 5 2029-2030 (Optional)
	Up to						
Vendor Management & Bid Management	1	9,000.00	3,975.00	4,094.25	4,217.08	4,343.59	4,473.90
Advanced eBidding	1	-	4,675.00	4,815.25	4,959.71	5,108.50	5,261.75
Insurance Certificate Management with My Insurance	5	-	5,625.00	5,793.75	5,967.56	6,146.59	6,330.99
Contract Management	5	-	5,500.00	5,665.00	5,834.95	6,010.00	6,190.30
Read-Only	1	-	500.00	515.00	530.45	546.36	562.75
Document Management	10	-	5,500.00	5,665.00	5,834.95	6,010.00	6,190.30
Single Sign On	1	-	4,500.00	4,635.00	4,774.05	4,917.27	5,064.79
Sub-Total		9,000.00	\$30,275.00	\$31,183.25	\$ 32,118.75	\$ 33,082.31	\$ 34,074.78
TOTAL			\$39,275.00	\$31,183.25	\$ 32,118.75	\$ 33,082.31	\$ 34,074.78

b. **Additional Services.** If requested by Customer in writing, PlanetBids will provide any or all of the following additional services. The following rates are current as of the date of this Agreement but are subject to an increase of not more than 10% per year after the first year of this Agreement.

1. Training: \$975.00, for a single online training session of up to 2 hours.
2. For its own internal retrieval and restoration purposes, PlanetBids will record and maintain for a limited time a back-up of all data appearing on Customer’s website on a daily basis. The duration of such data retained will be for a minimum of 7 years and determined by PlanetBids in its sole discretion thereafter. However, Customer may, during the term of this Agreement, access and retrieve data in text delimited Microsoft Excel format and documents, at no cost. Additional Services related to the retrieval or restoration any of Customer’s data from such back-up files are available, if necessary, at PlanetBids current standard rates, which will vary depending on the level of services required, but not less than \$250.00 per hour.
3. Customer to be added as an “Additional Insured” is \$250/year.