

**AMENDMENT NO. 3 TO AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
PLANETBIDS, INC.
for
VENDOR AND BID MANAGEMENT SERVICES
AGREEMENT NO. 41-2013**

The parties to this Amendment No. 3 to Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and PLANETBIDS, INC., a California Corporation (Service Provider).

Recitals:

District and Service Provider are parties to an Agreement for Vendor and Bid Management Services. The Agreement is on file in the Office of the District Clerk as Document No. 60500, dated June 26, 2013, as amended by Amendment No. 1, Document No. 71962, dated November 9, 2020, and Amendment No. 2, Document No. 75795, dated July 25, 2023. It is now proposed to extend the Agreement from July 31, 2025, to July 31, 2028, increase the Agreement amount by \$137,337.00 from a total of \$488,276.00 to \$625,613.00, and amend Attachment B, Compensation & Invoicing.

The Parties Agree:

1. The **TERM OF AGREEMENT**, Section 2, is hereby extended to July 31, 2028, subject to earlier termination as provided in the Agreement.
2. Section 3. a., **Maximum Expenditure** is hereby amended to include the following:

Maximum Expenditure. District shall compensate Service Provider \$39,252 per year for Base Services for years 13-15 of this Agreement. As amended the maximum expenditure for Base Services under this Agreement shall not exceed \$554,358.00. In addition, District shall compensate Service Provider a fee not to exceed \$71,255.00 for any Additional Services authorized for this Agreement as

set forth in Section 3c below. The maximum expenditure under this Agreement shall not exceed \$625,613.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.

- 3. Section 3.c.(1) Additional Services; Task Authorizations shall be deleted in its entirety and replaced with the following:

Additional services may be required for the completion of the services specified in this Agreement For performance of Additional Services, District shall compensate Service Provider using the terms and conditions in Attachment B, Compensation and Invoicing. District shall compensate Service Provider a fee not to exceed \$71,255.00 for any Additional Services authorized. With Additional Services the maximum amount of this Agreement shall not exceed \$625,613.00. If Additional Services are required, they shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA), Exhibit A, attached hereto and incorporated herein, for said services.

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4. Attachment B – Compensation & Invoicing, Section 1.a. (3) shall be deleted in its entirety and replaced with the following Rate Schedule for Yearly Base Services:

Item		Yrs 1-3	Yrs 4-6	Yrs 7-10	Yrs 11-12	Yrs 13-15
Vendor & Bid Management Services - 15 Full Access Seats Including Bidding Module for Public Works	YR	\$34,875	\$35,921	\$36,999	\$38,109	\$39,252

5. Attachment B – Compensation & Invoicing, Section 1.a. (4) shall be amended to add the following Rate Schedule:

Item	Annual Amount
One additional Full user and 2 Read Only user licenses for Vendor & Bid Management. Includes Advanced e-Bidding add-on for Public Works years 13-15	\$2,922.00
PB_System Evaluation Management Module years13-15	\$3,605.00
<i>Annual Subtotal</i>	\$6,527.00
Total Amount	\$19,581.00

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6. All other Agreement terms, covenants, and conditions shall remain in full force and effect and shall be applicable to this Amendment.

SAN DIEGO UNIFIED PORT DISTRICT

PLANETBIDS, INC.

Tracey Sandberg
Chief Technology Officer

David DiGiacomo

David DiGiacomo
Chief Executive Officer

Approved as to form and legality:
GENERAL COUNSEL

By: Assistant/Deputy

A manually signed copy of this Amendment transmitted by email or any other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original signed copy of this Amendment.