

**(Exhibit A) ADDENDUM
SAN JOAQUIN VALLEY COMMUNITY COOPERATIVE
CONTRACT REQUIREMENTS**

San Joaquin Valley Community Cooperative

The San Joaquin Valley Community Cooperative (SJVCC) is a collaborative purchasing group formed by public sector entities, educational institutions and non-profits in the San Joaquin Valley of California. The group includes, but isn't limited to, entities such as local governments, educational institutions, or special districts, that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies can secure better pricing, favorable terms, and a broader range of goods and services, often with reduced administrative burdens.

For potential awarded suppliers, engaging with a community cooperative offers significant benefits. Suppliers gain access to a wider customer base through a single point of contact, simplifying the sales and procurement process. This streamlined approach reduces administrative burdens and opens opportunities for suppliers to secure contracts they might not have accessed independently.

Additionally, community cooperatives are designed to support both local and national suppliers, creating opportunities for businesses of all sizes to participate in contracts that emphasize community engagement and economic impact. This inclusive approach allows suppliers to expand their market reach and develop meaningful relationships within the community. By partnering with a community cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration.

Administrative Operating Services Provider to SJVCC

The resulting Master Agreement(s) awarded by this solicitation will be administered by SJVCC in partnership with Bespoke Community Cooperatives, LLC ("BESPOKE"). BESPOKE is a public benefit corporation providing administrative operating services for non-federal public agencies (States, Cities, Counties, etc.) educational institutions and non-profits that have entered into an agreement to procure jointly or on behalf of other public entities, educational institutions and non-profits. These organizations are known as Community Cooperatives (CC.) SJVCC utilizes BESPOKE services to support the cooperative nature of this Solicitation and to benefit the awarded supplier(s).

Cooperative Procurement with Other Jurisdictions

The Master Agreement(s) awarded under this Solicitation by SJVCC member Delta CC District (Designated as the Lead Purchasing Agency or "LPA" for this solicitation, will be made available to additional Participating Agencies ("PAs") on a local, regional, or national level. These entities will operate under the same terms and pricing as the SJVCC, including Administrative Fee and Sales Reporting provisions. PAs may include municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, health institutions, or other eligible entities, including organizations that expend public funds in performing governmental functions and non-profits.

Participating Agency (PA) Contracting Authority Explained:

1. Cooperative Purchasing

This Solicitation is being conducted by LPA Delta CC District on behalf of the SJVCC's Member PAs and allows for purchasing by additional PAs from the resulting Master Agreement. This is referred to as "cooperative purchasing," and the Master Agreement is considered to be a "cooperative contract." This type of purchasing is a generally accepted procurement method recognized under state and federal law.

2. How Other Entities Can Use This Contract

If a public agency (such as a city, special district, or county) or educational institution (K12 or Higher Education public or private) or non-profit wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE's Cooperative Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and SJVCC facilitate the contract's cooperative framework but

are not involved in individual purchase orders or participating agreements—awarded supplier(s)’ primary relationship will be with each agency that utilizes the contract.

3. **Agency-Specific Terms and Conditions**

Each PA may negotiate mutually agreed upon terms that respect the conditions of this Solicitation and resulting Master Agreement directly with the awarded supplier(s), allowing them to tailor the contract to meet their individual agency requirements and policies. A PA may also create their own entirely new contract that references this procurement.

4. **Supplier Administrative Fees**

All fees associated with servicing the awarded contracts(s) are clearly and solely outlined in this Solicitation and shall be collected by BESPOKE on behalf of the SJVCC. These fees are separate from the agency-specific terms and conditions that may be negotiated with specific PAs; no additional supplier administrative fees may be charged by a PA.

5. **Local Customization Options**

Certain Solicitation or contract terms that apply specifically to Delta CC District, such as governing law, may be adjusted for each PA. PAs may also request additional agreements for specific needs like delivery schedules, invoicing requirements, or support for local diversity initiatives.

6. **Direct Transactions with Each Agency**

All transactions—such as orders, invoices, and payments—will be managed directly between the awarded supplier(s) and each PA. BESPOKE and SJVCC do not manage these transactions; each PA handles its own purchase orders or participating agreements with the awarded supplier(s) directly.

7. **Procurement Compliance**

Each PA has full discretion and responsibility for any purchases made under this contract and must ensure its participation in the Master Agreement aligns with the requirements governing its own procurements. Delta CC District certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products identified in this Solicitation. Any PA participating in or purchasing from the contract is therefore deemed by law to have complied with the requirements governing their own procurement activities, and a separate procurement by each PA is generally not required.

Servicing Requirements

Awarded suppliers must provide services to Delta CC District (and any SJVCC Members whose requirements are specifically included in this Solicitation) in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SJVCC members or PA’s that may participate through the BESPOKE Community Cooperatives Administrative Services Program.

Additional Geographic Reach

SJVCC’s goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. Please indicate below the extent to which the Bidder agrees to provide the Products to additional Participating Agencies through the BESPOKE Community Cooperatives Administrative Services Program. (Responses will not affect your ability to win this business.)

If awarded, supplier agrees to service PAs located in the following geographic areas:

Up to 50 miles outside of the SJVCC area?

Yes ^x _____ No _____

Greater than 50 miles outside of the SJVCC area?

Yes ^x _____ No _____ Distance (miles) (specific counties/areas/states serviced) California, Hawaii, Arizona

Nationwide?

Yes _____ No ^x _____

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay SJVCC an Administrative Fee of **two percent (2%)** of the total sales made to SJVCC Member Agencies and other PA's utilizing the resulting Master Agreement. Fees only accrue when sales are made via the Master Agreement. All payments will be remitted to BESPOKE on a quarterly basis. The method for remitting payment will be provided to successful bidders following the award of the Master Agreement.

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In return for the administrative fee paid to BESPOKE on behalf of the SJVCC based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the SJVCC.
- Marketing support by BESPOKE to members of the SJVCC and participating entities outside of the SJVCC based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to eligible entities.
- Data usage trends by SJVCC and participating entities utilizing this Master Agreement.

Monthly Sales Reporting Requirement

Awarded contractors are required to provide monthly sales reports to BESPOKE detailing all sales made under the Master Agreements resulting from this Solicitation. The reports must include purchasing entities, items or services sold, quantities, total sales value, and the Administrative Fees due to BESPOKE for the month's sales. Reports must follow the format provided by BESPOKE and be submitted by the **15th of each month** for the previous month's sales. Failure to comply with these reporting requirements may result in contract termination or penalties by the SJVCC. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Contract Launch and Performance Oversight

Within 30 days of contract award, the awarded contractor's leadership team shall participate in a cooperative contract kickoff call with the Lead Public Agency (LPA) and Bespoke. This meeting will review the support and marketing Bespoke will provide, as well as the supplier's commitments under the cooperative contract.

Following the kickoff, the awarded contractor shall participate in quarterly business review (QBR) meetings with Bespoke. These meetings will serve to evaluate contract performance, review sales activity and reporting, discuss marketing initiatives, and address any compliance or operational issues.

All kickoff and quarterly review meetings will be conducted virtually unless otherwise agreed upon by all parties. Failure to participate in these required meetings may be considered non-compliance with the terms of the cooperative contract.

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