

**ADDENDUM**  
**Exhibit A**  
**Bespoke Terms and Conditions**  
**2025-RFP-0059 Arborist and Tree Care Services**  
**SCoPA CONTRACT REQUIREMENTS**

**Arborist and Tree Care Services**

**SCoPA** is a procurement alliance formed by Sacramento County, Sacramento, CA for the benefit and participation of surrounding entities. The group may include, but is not limited to, entities such as local governments, educational institutions, special districts or non-profits, 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 awarded suppliers, partnering with SCoPA offers substantial benefits. Suppliers gain access to a broader customer base through a single, competitively awarded contract, simplifying both sales and procurement processes. This streamlined structure opens doors to new business opportunities and reduces the complexity and cost of pursuing multiple independent contracts.

SCoPA contracts are designed to support both local and national suppliers, providing opportunities for businesses of all sizes to participate in meaningful, community-focused procurement. This inclusive model fosters local economic impact, enhances supplier visibility, and builds long-term relationships between vendors and PAs.

**Administrative Operating Services Provider to SCoPA**

The resulting Master Agreement(s) awarded by this competitively bid solicitation (2025-RFP-0059) will be administered by **SCoPA** in partnership with Bespoke Community Cooperatives, LLC (“BESPOKE”). BESPOKE is a public benefit corporation providing administrative operating services for procurement agencies (local governments, educational institutions, special districts or non-profits, etc.) that have entered into an agreement to procure jointly or on behalf of other procurement entities. These organizations are known as Community Cooperatives (or Alliances, Consortium, etc.) **SCoPA** 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 **SCoPA** member **Sacramento County** (Designated as the Lead Procurement 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 **SCoPA**, including Administrative Fee and Sales Reporting provisions. PAs may include but aren’t limited to municipalities, counties, states, higher education institutions, public authorities, councils of government, regional governments, public health institutions, or other eligible public agencies, educational institutions and non-profit organizations.

**Participating Procurement Agency (PA) Contracting Authority Explained:**

**1. Cooperative Purchasing**

This Solicitation is being conducted by LPA **Sacramento County** on behalf of SCoPA’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 Agencies Can Use This Contract**

If an agency (such as a city, school district, higher education institution, or county) wants to use this contract, it first needs to register as a Participating Agency (PA) through BESPOKE’s Administrative Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at [www.bespokecommunity.org](http://www.bespokecommunity.org). BESPOKE and **SCoPA** 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 SCoPA. 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 **Sacramento County** 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 SCoPA 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. **Sacramento County** certifies that its administration of this cooperative contract complies with the requirements governing its procurement of the Products/Services 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 **Sacramento County**, in full compliance with the legal terms of this Solicitation and resulting Master Agreements. Awarded suppliers are encouraged but not required to service other SCoPA members or PA's that may participate through the BESPOKE Administrative Services Program.

**Geographic Reach**

Awarded supplier agrees to provide the Products/Services to any Participating Agency that participates in or is represented through the BESPOKE Administrative Services Program under the terms described above based on the following conditions. SCoPA's goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products and Services to other members and PAs.

Awarded supplier agrees to service the following geographic areas: Nationwide Yes  No

**Administrative Fees**

By signing this addendum, the awarded supplier acknowledges that fee must be paid to SCoPA, an Administrative Fee of 3 percent (3%) of the total sales made to SCoPA 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 SCoPA based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of SCoPA.
- Marketing support by BESPOKE to members of SCoPA and participating entities outside of SCoPA based on the awarded supplier's capabilities and desire to support additional geographic areas.
- Training resources to help suppliers position their awarded contract to entities who may find it valuable.
- Data usage trends by SCoPA 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 SCoPA. Reports will be submitted via email to an email address provided to the awarded Contractors by BESPOKE.

Contractor agrees to maintain records that support its obligations under the Master Agreement and orders placed by PAs under it, and shall preserve all such records for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later.

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**Audit and Inspection of Records**

The LPA reserves the right to audit, or have a designated third-party audit, applicable records to ensure that Contractor has properly invoiced PAs, reported all sales made via this Master Agreement as required and that Contractor has paid all applicable contract management fees. Accordingly, Contractor shall permit LPA, and PA, and any duly authorized agent of a governmental agency, to audit, inspect, examine, copy and/or transcribe Contractor's books, documents, papers and records directly pertinent to this Master Agreement or orders placed by a PA under it for the purpose of making audits, examinations, excerpts, and transcriptions.

This right shall survive for a period of five (5) years following expiration or termination of this Master Agreement or final payment for any order placed by a PA against this Master Agreement, whichever is later; Provided, however, that if any litigation, claim, or audit is commenced prior to the expiration of this period, such period shall extend until all such litigation, claims or audits have been resolved.

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Awarded Supplier Legal Name Fallen Leaf Tree, LLC

Authorized Signatory Name Amy Beeler

Authorized Signature Amy Beeler

Date Signed 11/14/2025