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ADDENDUM
Cooperative Procurement Alliance Terms
Lead agency, County of Sacramento
CONTRACT REQUIREMENTS

County of Sacramento (Lead Agency)

The **lead agency, County of Sacramento** is a procurement alliance formed by the County of Sacramento**, Sacramento CA,** for the benefit and participation of surrounding entities. The group may include, but isn't 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, engaging with an alliance (aka 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, alliances 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 an alliance/cooperative, suppliers can benefit from a collaborative environment that values their contributions and promotes sustained growth and ongoing collaboration

Administrative Operating Services Provider to Lead Agency, County of Sacramento

The resulting Master Agreement(s) awarded by this solicitation will be administered by **lead agency, County of Sacramento** 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.) **lead agency, County of Sacramento** 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 **lead agency, County of Sacramento** member **County of Sacramento** (Designated as the Lead Procurement Agency or "LPA" for this solicitation, may, at BESPOKE's sole discretion, 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 **lead agency, County of Sacramento**, 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 **County of Sacramento** on behalf of **lead agency, County of Sacramento**'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

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Services Program by signing the BESPOKE Master Intergovernmental Cooperative Purchasing Agreement (MICPA), available at www.bespokecommunity.org. BESPOKE and **lead agency, County of Sacramento** 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 **lead agency, County of Sacramento**. 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 **County of Sacramento** 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 **lead agency, County of Sacramento** 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. **County of Sacramento** 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 **County of Sacramento,** (and any participating 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 **cooperative** members or PA's that may participate through the BESPOKE Administrative Services Program.

Geographic Reach

If awarded, does the Bidder agree to provide the Products 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? **Lead agency, County of Sacramento**'s goal is to help awarded suppliers grow by being able to utilize this cooperative agreement to provide Products to other members and PAs. *(Responses will not affect your ability to win this business.)*

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

Up to 50 miles outside of the Sacramento, CA area?

Yes _X_ No _____

Greater than 50 miles outside of the Sacramento, CA area?

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Yes _____ No _____ Distance (miles) (specific counties/areas/states serviced) _____

Nationwide?

Yes X No _____

Administrative Fees

By submitting a response to this Solicitation, the Bidder acknowledges that awarded suppliers must pay the lead agency, County of Sacramento an Administrative Fee of three percent (3%) of the total sales made to the lead agency, County of Sacramento 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 **lead agency, County of Sacramento** based on sales, awarded suppliers may receive the following benefits:

- Exposure to all members of the cooperative.
- Marketing support by BESPOKE to members of the cooperative and participating entities outside of the lead agency, County of Sacramento 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 the lead agency, County of Sacramento 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 lead agency, County of Sacramento. 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.

3 years

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,

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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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