

**ADDENDUM AUTHORIZING
COOPERATIVE PURCHASING**
Sacramento County Purchasing Alliance (SCOPA)

2022-RFP-0126 IT Staffing

Introduction to SCOPA

SCOPA is a cooperative procurement alliance formed by Sacramento County, 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, (known as Participating Agencies (PA)) that have joined together to leverage their joint buying power. By pooling their procurement needs, these agencies seek to secure better pricing, favorable terms, strengthen business relationships and offer 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.

Addendum – Cooperative Contract Participation

This Addendum modifies the Contract originally awarded by the County of Sacramento ("County") to allow the Contract to be used as a cooperative agreement by other public agencies through the Sacramento County Purchasing Alliance (SCOPA). When another agency utilizes a SCOPA offering, it is called cooperative purchasing.

Cooperative purchasing allows and encourages eligible public agencies to purchase directly from the awarded Contractor under the same terms, conditions, and pricing set forth in the original solicitation and resulting contract.

By signing this Addendum, the Contractor agrees to the terms and responsibilities outlined below to enable cooperative use of the Contract by Participating Agencies (PA).

Cooperative Contract Use and Responsibilities

The pricing and terms of this Contract may be extended to any (PA) that wishes to utilize this agreement. The County is offering its solicitation for the benefit and participation of other entities through SCOPA.

Responsibilities of Participating Agencies (PA) to utilize this award:

- Sign the Master Intergovernmental Cooperative Purchasing Agreement (MICPA)
Provided on the Bespoke website: www.bespokecommunity.org
- Issuing their own purchase orders or pricing agreements
- Handling their own acceptance process
- Making payments directly to the Contractor

The County of Sacramento and SCOPA do **not** guarantee the use of this Contract by any other agencies.

Rebate and Reporting Requirements

A 3% rebate on all eligible sales from cooperative usage of this contract must be paid to the County of Sacramento. This applies to any sales made under this Contract's pricing and to the County and any other agencies.

You are required to submit quarterly Volume Sales Reports to the County. Each report must include:

- The name of the purchasing agency
- Description, quantity, and price of each item sold
- All transactions made via sales under this Contract during the reporting period

Reports must be submitted **even if no sales occurred during the quarter**.

Failure to submit quarterly reports may be considered a breach of contract. Additionally, a 15% late penalty may be assessed to the Contractor for each month the payments are not paid on time.

Payment and Report Submission Process

All rebate payments and sales reports due to the County of Sacramento will be collected and managed by Bespoke Community Cooperatives, LLC ("BESPOKE"), which administers this contract in partnership with the County.

- **Rebate Payments:**
Contractors must remit the 3% rebate on Eligible Sales directly to BESPOKE on a quarterly basis. BESPOKE will provide payment instructions to each awarded Contractor, including payment method and remittance address.
- **Sales Reports:**
Contractors must submit monthly sales reports for the previous month's activity, even if no sales occurred. Reports must be:
 - In the format provided by BESPOKE
 - Submitted via email to the address provided by BESPOKE
 - Due by the 15th of each month

These reports must detail:

- The purchasing agency
- Items or services sold, including description, quantity, and price
- All cooperative sales activity covered under the Contract's terms and pricing

BESPOKE will review and process all reports and payments on behalf of the County.

You must allow access to all books, documents, and related records for the purpose of these audits. This audit right remains in effect for five years after contract expiration or final payment and will be extended if any legal claims or audits are still ongoing.

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 Contract as required and that Contractor has paid all applicable rebate fees. Accordingly, Contractor shall permit Sacramento County,

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 Contract 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.

Contracted Agency: Mindlance, Inc.

Representative Name: Vikram Kalra

Representative Signature:  _____

Date Signed: 01 / 13 / 2026 _____