

ATTACHMENT B



National Cooperative Purchasing Program

Solicitation & Resulting Contract Supporting Documents

The following documents are included as part of **RFP 26019KLP** as solicited and advertised by **Clark County School District**. Offerors shall review each and note exceptions as detailed in the RFP document.

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Exhibit A	Introduction To Axia Cooperative & National Contract Scope
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Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit A

Introduction To Axia Cooperative & National Contract Scope

1. Introduction to Axia Cooperative

Axia Coop LLC (“Axia Cooperative” or “Axia”) is a national public sector cooperative purchasing organization. Axia works with respected leaders from the public procurement community to offer a growing portfolio of master agreements that leverage national volume to deliver savings, efficiency, and innovation for non-federal public sector agencies. Each agreement is publicly solicited by a lead agency utilizing the strictest of procurement standards. The resulting awards address the dynamic needs of today’s evolving market while providing both value and cutting-edge solutions. For more information about the contracting process, please visit axiacoop.org/contracting-process.

2. Purpose and Scope

Clark County School District (“Lead Agency”) is requesting proposals for **Multi-Function Devices and Related Products and Services**. The resulting contract(s) (“Master Agreement(s)”) is/are made available to other public agencies nationally for “piggybacking” through the Axia Cooperative purchasing program and authorized by various joint powers authority statutes, rules and regulations within each state and local jurisdiction. Types of Participating Agencies include (but are not necessarily limited to):

- States
- Counties
- Cities
- Towns
- Colleges & Universities (Public & Private)
- Public School Districts
- Charter Schools
- Private Schools
- Religious Organizations
- Public Utility Organizations
- Federal Agencies
- Non-Profit Organizations

The Lead Agency has entered into an agreement with Axia Cooperative to facilitate the Request For Proposals (RFP) and act as the primary contracting authority for the term of the resulting contract(s). Participating Agencies, as referenced above, are instructed to register with the Axia Cooperative purchasing program at axiacoop.org, execute a hand-signed participation agreement with Axia Cooperative and/or execute a direct intergovernmental agreement with the Lead Agency prior to piggybacking the resulting contract(s). While Axia Cooperative makes no guarantees as to exact quantities and/or purchase volume made by

Participating Agencies, the estimated annual volume for purchases made nationwide through this contract category is \$30,000,000 – \$50,000,000. The expected administrative fee for this agreement is 2% of total net sales with the Supplier.

The goals for facilitating this RFP include:

- Establish a publicly solicited and awarded contract for goods and/or services to meet the needs of the Lead Agency.
- Provide a highly competitive and compliant cooperative procurement vehicle that meets the strictest requirements of public agencies across the country.
- Provide a comprehensive offering of goods and/or services as defined in the RFP and Master Agreement, made available with cost savings and strong terms through combined purchasing power to benefit public agencies and their respective taxpayers.
- Create a compliant public sector sales vehicle for selected suppliers.

3. Supplier Partner Expectations

- A. Suppliers in receipt of contract award(s) from the Lead Agency will obtain executive level authorization to participate in the cooperative purchasing program and partner with Axia Cooperative to actively market and leverage the Master Agreement to public agencies across the country, including existing customers.
- B. Suppliers in receipt of contract award(s) from the Lead Agency commit that the not-to-exceed pricing provided under the Master Agreement is the maximum pricing made available to Participating Agencies through the Axia Cooperative purchasing program.
- C. The Terms and Conditions of the Master Agreement are also made available to Participating Agencies through the Axia Cooperative purchasing program. Additions and/or modifications to the Terms and Conditions of the Master Agreement, specific to each individual Participating Agency, are allowed with written consent between the supplier and the Participating Agency.
- D. Suppliers commit to reporting accurate sales numbers in a timely fashion.

4. Axia Cooperative Expectations

- A. Axia commits to provide trainings, sales and marketing support and in general partner with Suppliers upon award and throughout the term of the Master Agreement.

- B. Axia commits to directly promoting the use of the Master Agreement to public agencies across the country and directing leads to Suppliers.
- C. Axia commits to acting in a consultative role for public agencies as they conduct their due diligence in preparation for piggybacking the Master Agreement in a compliant manner.
- D. Axia commits to reporting accurate sales numbers to the Lead Agency in a timely fashion.

5. Axia Cooperative Supplier Partner Agreement

By submitting a proposal in response to this RFP, selected Offerors are expected to enter into an agreement to partner with Axia Cooperative that details how each party will work together to grow the resulting cooperative contract nationally. The Axia Cooperative Supplier Partner Agreement may be provided, directly and confidentially, to shortlisted supplier(s) for review prior to or after contract award.

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit B

Advertising Compliance

1. Public Notices

Notice of the solicitations are publicly posted on the Lead Agency’s website and emailed to all registered vendors who have indicated that email is their preferred delivery method. The RFP will also be advertised in the following:

- Axia Cooperative website
- USA Today, nationwide
- Arizona Business Gazette, AZ
- New Jersey Herald
- Desert Sun, Palm Springs, CA
- Albany Times Union
- Daily Journal of Commerce, OR
- Deseret News, UT
- Seattle Daily Journal of Commerce, WA
- Las Vegas Review Journal

2. Agencies Included by Named Reference

Pursuant to various state statutes and local regulations, the following public agencies are eligible to participate in the Axia Cooperative purchasing program and access the Master Agreement. In addition to all public agencies registered with Axia, referenced agencies may establish contracts or price agreements under the terms, conditions and prices of the Master Agreement. More information about state statutes and regulations can be found at axiacoop.org/state-statutes.

States, Special Districts & Territories

State of Alabama
State of Alaska
State of Arizona
State of Arkansas
State of California
State of Colorado
State of Connecticut
State of Delaware
State of Florida
State of Georgia
State of Hawaii
State of Idaho
State of Illinois

State of Indiana
State of Iowa
State of Kansas
Commonwealth of Kentucky
State of Louisiana
State of Maine
State of Maryland
Commonwealth of Massachusetts
State of Michigan
State of Minnesota
State of Mississippi
State of Missouri

State of Montana
State of Nebraska
State of Nevada
State of New Hampshire
State of New Jersey
State of New Mexico
State of New York
State of North Carolina
State of North Dakota
State of Ohio
State of Oklahoma
State of Oregon
Commonwealth of Pennsylvania

State of Rhode Island
State of South Carolina
State of South Dakota
State of Tennessee
State of Texas
State of Utah
State of Vermont
Commonwealth of Virginia
State of Washington
State of West Virginia
State of Wisconsin
State of Wyoming

Washington, DC
Puerto Rico

American Samoa
US Virgin Islands

Guam

Northern Mariana Islands

Clark County School District RFP 25019KLP | Multi-function Devices and Related Products and Services
Attachment B – Axia Cooperative Purchasing Program

Counties & Parishes

Hawaii

Hawaii County	City and County of Honolulu	County of Kauai	County of Maui
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Louisiana

Acadia Parish	East Baton Rouge Parish	Madison Parish	St. Landry Parish
Allen Parish	East Carroll Parish	Morehouse Parish	St. Martin Parish
Ascension Parish	East Feliciana Parish	Natchitoches Parish	St. Mary Parish
Assumption Parish	Evangeline Parish	Orleans Parish	St. Tammany Parish
Avoyelles Parish	Franklin Parish	Ouachita Parish	Tangipahoa Parish
Beauregard Parish	Grant Parish	Plaquemines Parish	Tensas Parish
Bienville Parish	Iberia Parish	Pointe Coupee Parish	Terrebonne Parish
Bossier Parish	Iberville Parish	Rapides Parish	Union Parish
Caddo Parish	Jackson Parish	Red River Parish	Vermilion Parish
Calcasieu Parish	Jefferson Parish	Richland Parish	Vernon Parish
Caldwell Parish	Jefferson Davis Parish	Sabine Parish	Washington Parish
Cameron Parish	LaSalle Parish	St. Bernard Parish	Webster Parish
Catahoula Parish	Lafayette Parish	St. Charles Parish	West Baton Rouge Parish
Claiborne Parish	Lafourche Parish	St. Helena Parish	West Carroll Parish
Concordia Parish	Lincoln Parish	St. James Parish	West Feliciana Parish
DeSoto Parish	Livingston Parish	St. John The Baptist Parish	Winn Parish

Oregon

Baker County	Douglas County	Lane County	Tillamook County
Benton County	Gilliam County	Lincoln County	Umatilla County
Clackamas County	Grant County	Linn County	Union County
Clatsop County	Harney County	Malheur County	Wallowa County
Columbia County	Hood River	Marion County	Wasco County
Coos County	Jackson County	Morrow County	Washington County
Crook County	Jefferson County	Multnomah County	Wheeler County
Curry County	Josephine County	Polk County	Yamhill County
Deschutes County	Klamath County	Sherman County	

Utah

Beaver County	Garfield County	Piute County	Tooele County
Box Elder County	Grand County	Rich County	Uintah County
Cache County	Iron County	Salt Lake County	Utah County
Carbon County	Juab County	San Juan County	Wasatch County
Daggett County	Kane County	Sanpete County	Washington County
Davis County	Millard County	Sevier County	Wayne County
Duchesne County	Morgan County	Summit County	Weber County
Emery County			

Cities & Towns

Hawaii

Aiea	Honolulu	Koloa	Paia
Anahola	Kaaawa	Kualapuu	Papaikou
Captain Cook	Kahuku	Kurtistown	Pearl City
Eleele	Kahului	Lahaina	Pepeekeo

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Ewa Beach	Kailua	Laie	Princeville
Haleiwa	Kalaheo	Lanai City	Pukalani
Hana	Kaneohe	Laupahoehoe	Schofield Barracks
Hanalei	Kapaa	Lawai	Volcano
Hanamaulu	Kapaau	Lihue	Wahiawa
Hanapepe	Kaumakani	Makawao	Waialua
Hauula	Kaunakakai	Maunaloa	Waianae
Hawi	Keaau	Mililani	Waikoloa
Hilo	Kealahou	Mountain View	Wailuku
Holualoa	Kekaha	Naalehu	Waimanalo
Honaunau	Kihei	Paauilo	Waimea
Honokaa	Kilauea	Pahala	Waipahu
Honolulu		Pahoa	

Louisiana

Abbeville	Destrehan	Jonesboro	Patterson
Abita Springs	Deville	Jonesville	Pearl River
Addis	Dodson	Kaplan	Pierre Part
Albany	Donaldsonville	Kenner	Pine Prairie
Alexandria	Doyline	Kentwood	Pineville
Ama	Dry Prong	Kilbourne	Plain Dealing
Amelia	Dubach	Kinder	Plaquemine
Amite	Dubberly	Krotz Springs	Plaucheville
Anacoco	Dulac	Labadieville	Pleasant Hill
Angie	Duson	Lacombe	Pollock
Arabi	Edgard	Lafayette	Ponchatoula
Arcadia	Elizabeth	Lafitte	Port Allen
Arnaudville	Elton	Lake Arthur	Port Barre
Ashland	Empire	Lake Charles	Port Sulphur
Athens	Epps	Lake Providence	Provencal
Baker	Erath	Larose	Raceland
Baldwin	Eros	Lecompte	Rayne
Ball	Estherwood	Leesville	Rayville
Barataria	Eunice	Leonville	Reeves
Basile	Evergreen	Livingston	Reserve
Bastrop	Farmerville	Livonia	Ringgold
Baton Rouge	Fenton	Lockport	Rodessa
Belcher	Ferriday	Logansport	Rosedale
Belle Chasse	Fisher	Loreauville	Roseland
Belle Rose	Florien	Luling	Rosepine
Benton	Folsom	Lutcher	Ruston
Bernice	Fordeche	Lydia	Saint Francisville
Berwick	Forest Hill	Madisonville	Saint Gabriel
Bienville	Forest	Mamou	Saint Joseph
Blanchard	Franklin	Mandeville	Saint Martinville
Bogalusa	Franklinton	Mangham	Saint Rose
Bonita	French Settlement	Mansfield	Saline
Boothville	Galliano	Mansura	Sarepta
Bossier City	Garyville	Many	Schriever
Boutte	Georgetown	Maringouin	Scott
Boyce	Gibbsland	Marion	Shreveport
Breaux Bridge	Gilbert	Marksville	Sibley
Broussard	Glenmora	Marrero	Sicily Island
Brusly	Golden Meadow	Mathews	Simmesport
Bunkie	Goldonna	Maurice	Simpson
Buras	Gonzales	Melville	Simsboro
Calvin	Grambling	Mer Rouge	Slaughter
Cameron	Gramercy	Meraux	Slidell
Campiti	Grand Coteau	Mermentau	Sorrento
Carencro	Grand Isle	Merryville	Springfield
Castor	Gray	Metairie	Springhill
Cecilia	Grayson	Minden	Sterlington
Chalmette	Greensburg	Monroe	Stonewall

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Charenton	Greenwood	Montegut	Sulphur
Chataignier	Gretna	Montgomery	Sun
Chatham	Grosse Tete	Mooringsport	Sunset
Chauvin	Gueydan	Moreauville	Swartz
Cheneyville	Hackberry	Morgan City	Tallulah
Choudrant	Hahnville	Morganza	Tangipahoa
Church Point	Hall Summit	Morse	Thibodaux
Clarence	Hammond	Napoleonville	Tickfaw
Clarks	Harrisonburg	Natalbany	Tullos
Clayton	Harvey	Natchez	Turkey Creek
Clinton	Haughton	Natchitoches	Urania
Colfax	Haynesville	New Iberia	Varnado
Collinston	Heflin	New Orleans	Vidalia
Columbia	Hessmer	New Roads	Ville Platte
Converse	Hodge	New Sarpy	Vinton
Cotton Valley	Homer	Newellton	Violet
Cottonport	Hornbeck	Newllano	Vivian
Coushatta	Hosston	Noble	Walker
Covington	Houma	Norco	Washington
Crowley	Ida	Norwood	Waterproof
Cullen	Independence	Oak Grove	Welsh
Cut Off	Innis	Oakdale	West Monroe
Delcambre	Iota	Oberlin	Westlake
Delhi	Iowa	Oil City	Westwego
Delta	Jackson	Olla	White Castle
Denham Springs	Jeanerette	Opelousas	Wilson
Dequincy	Jena	Paincourtville	Winnfield
Deridder	Jennings	Paradis	Winnsboro
Des Allemands			

Oregon

Adams	Eugene	Madras	Rufus
Albany	Fairview	Malin	Saint Helens
Arlington	Falls City	Manzanita	Saint Paul
Ashland	Forest Grove	Marion	Salem
Astoria	Fossil	Maupin	Sandy
Athens	Garibaldi	Mcminnville	Scappoose
Aumsville	Gaston	Medford	Scio
Aurora	Gates	Mehama	Scotts Mills
Baker City	Gervais	Merrill	Seneca
Bandon	Gladstone	Mill City	Shady Cove
Banks	Glendale	Milton Freewater	Sheridan
Bay City	Glide	Molalla	Sherwood
Beaverton	Gold Beach	Monmouth	Siletz
Bend	Gold Hill	Monroe	Silverton
Boardman	Grand Ronde	Moro	Sisters
Bonanza	Grants Pass	Mosier	Springfield
Brookings	Gresham	Mount Angel	Stanfield
Brownsville	Haines	Mount Hood Parkdale	Stayton
Burns	Halfway	Mount Vernon	Sublimity
Butte Falls	Halsey	Myrtle Creek	Sutherlin
Canby	Harrisburg	Myrtle Point	Sweet Home
Cannon Beach	Hebo	Nehalem	Talent
Canyon City	Heppner	Netarts	Tangent
Canyonville	Hermiston	Newberg	Terrebonne
Carlton	Hillsboro	Newport	Tillamook
Cascade Locks	Hines	North Bend	Toledo
Cave Junction	Hood River	North Plains	Troutdale
Central Point	Hubbard	North Powder	Tualatin
Chiloquin	Huntington	Nyssa	Turner
Clackamas	Idanha	Oakland	Tygh Valley
Clatskanie	Imbler	Oakridge	Ukiah
Cloverdale	Independence	Oceanside	Umatilla

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Columbia City	Irrigon	Odell	Union
Condon	Jacksonville	Ontario	Vale
Coos Bay	Jefferson	Oregon City	Veneta
Coquille	John Day	Pacific City	Vernonia
Cornelius	Jordan Valley	Paisley	Waldport
Corvallis	Joseph	Pendleton	Wallowa
Cottage Grove	Junction City	Philomath	Warm Springs
Cove	Keizer	Phoenix	Warrenton
Creswell	Klamath Falls	Pilot Rock	Wasco
Culver	La Grande	Port Orford	West Linn
Dallas	La Pine	Portland	Westfir
Dayton	Lafayette	Powers	Weston
Depoe Bay	Lake Oswego	Prairie City	Wheeler
Detroit	Lakeside	Prineville	White City
Donald	Lakeview	Rainier	Willamina
Drain	Lebanon	Redmond	Wilsonville
Dufur	Lexington	Reedsport	Winchester
Dundee	Lincoln City	Riddle	Winston
Eagle Point	Long Creek	Rockaway Beach	Woodburn
Echo	Lostine	Rogue River	Yachats
Elgin	Lowell	Rose Lodge	Yamhill
Enterprise	Lyons	Roseburg	Yoncalla
Estacada			

Utah

Alpine	Erda City West	Lewiston	River Heights
Alta	Escalante	Lincoln	Riverdale
Altamont	Eureka	Lindon	Riverton
Alton	Fairfield	Loa	Rockville
Amalga	Fairview	Logan	Rocky Ridge
American Fork	Farmington	Lyman	Roosevelt
Annabella	Farr West	Lynndyl	Roy
Antimony	Fayette	Magna Township	Rush Valley
Apple Valley	Ferron	Manila	Salem
Aurora	Fielding	Manti	Salina
Ballard	Fillmore	Mantua	Salt Lake City
Bear River	Fountain Green	Mapleton	Sandy
Beaver City	Francis	Marriott-Slaterville	Santa Clara
Bicknell	Fruit Heights	Marysvale	Santaquin
Big Water	Garden City	Mayfield	Santaquin South
Blanding	Garland	Meadow	Saratoga Springs
Bluff	Genola	Mendon	Scipio
Bluffdale	Glendale	Midvale	Scofield
Bluffdale South	Glenwood	Midway	Sigurd
Boulder	Goshen	Milford	Smithfield
Bountiful	Grantsville	Millcreek	Snowville
Brian Head	Green River	Millville	South Jordan
Brigham City	Gunnison	Minersville	South Ogden
Brighton	Hanksville	Moab	South Salt Lake
Bryce Canyon	Harrisville	Mona	South Weber
Cache Valley Transit	Hatch	Monroe	Spanish Fork
Cannonville	Heber	Monticello	Spring City
Castle Dale	Helper	Morgan City	Springdale
Castle Valley	Henefer	Moroni	Springville
Cedar City	Henrieville	Mt. Pleasant	St. George
Cedar Fort	Herriman	Murray	Stansbury Park
Cedar Hills	Hideout	Myton	Sterling
Centerfield	Highland	Naples	Stockton
Centerville	Hildale	Nephi	Sunset
Central Valley	Hinckley	New Harmony Town	Syracuse
Charleston	Holden	Newton	Tabiona
Circleville	Holladay	Nibley	Taylorsville
Clarkston	Honeyville	North Logan	Tooele City

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Clawson	Hooper	North Ogden	Toquerville
Clearfield	Howell	North Salt Lake	Torrey
Cleveland	Huntington	Oak City	Tremonton
Clinton	Huntsville	Oakley	Trenton
Coalville	Hurricane	Ogden	Tropic
Copperton Township	Hyde Park	Orangeville	Uintah
Corinne	Hyrum	Orderville	Vernal
Cornish	Independence	Orem	Vernon
Cottonwood Heights	Interlaken	Panguitch	Vineyard
Daniel	Ivins	Paradise	Virgin
Delta	Joseph	Paragonah	Wales
Deweyville	Junction	Park City	Wallsburg
Draper	Kamas	Park City East	Washington City
Draper South	Kanab	Parowan	Washington Terrace
Duchesne City	Kanarraville	Payson	Wellington
Dutch John	Kanosh	Perry	Wellsville
Eagle Mountain	Kaysville	Plain City	Wendover
East Carbon	Kearns Township	Pleasant Grove	West Bountiful
Elk Ridge	Kingston	Pleasant View	West Haven
Elmo	Koosharem	Plymouth	West Jordan
Elsinore	La Verkin	Portage	West Point
Elwood	Lakepoint City	Price	West Valley City
Emery City	Laketown	Providence	White City Township
Emigration Canyon Township	Layton	Provo	Willard
Enoch	Leamington	Randolph	Woodland Hills
Enterprise	Leeds	Redmond	Woodruff
Ephraim	Lehi	Richfield	Woods Cross
Erda City	Levan	Richmond	

School Districts

Louisiana

Acadia Parish Schools	East Carroll Parish School District	Ouachita Parish School System	St. Tammany Parish Public Schools
Allen Parish School District	East Feliciana Parish School District	Plaquemines Parish School District	Tangipahoa Parish School System
Ascension Parish Schools	Evangeline Parish School District	Pointe Coupee Parish School District	Tensas Parish School District
Assumption Parish School District	Franklin Parish School District	Rapides Parish School System	Terrebonne Parish School District
Avoyelles Parish School District	Grant Parish School District	Recovery School District	Union Parish School District
Beauregard Parish School District	Iberia Parish School System	Red River Parish School District	Vermilion Parish Schools
Bienville Parish School District	Iberville Parish School District	Sabine Parish School District	Vernon Parish School District
Bossier Parish Schools	Jackson Parish School District	St. Bernard Parish School District	Washington Parish School District
Caddo Parish Public Schools	Jefferson Davis Parish School District	St. Charles Parish Public Schools	Webster Parish School District
Calcasieu Parish Public Schools	Jefferson Parish Public School System	St. Helena Parish School District	West Baton Rouge Parish School District
Caldwell Parish School District	Lafayette Parish School System	St. James Parish School District	West Carroll Parish School District
Cameron Parish School District	LaFourche Parish School District	St. John the Baptist Parish School District	West Feliciana Parish School District
Capitol Education Foundation School District	LaSalle Parish School District	St. Landry Parish School Board	Winn Parish School District
Catahoula Parish School District	Lincoln Parish School District	St. Martin Parish School District	Zachary Community School District
Central Community School System	Livingston Parish Public Schools		
City of Baker School District	Louisiana School for Math, Science and the Arts		
City of Bogalusa School District	Madison Parish School District		
City of Monroe School District	Morehouse Parish School District		
Claiborne Parish School District	Natchitoches Parish School District		
Concordia Parish School District	Orleans Parish School Board		
DeSoto Parish School District			
East Baton Rouge Parish School System			

Oregon

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Adel School District	Dufur School District	Lincoln County School District	Prospect School District 59
Adrian School District	Eagle Point School District	Long Creek School District	Rainier School District
Alsea School District 7J	Echo School District	Lowell School District	Redmond School District
Amity School District	Elgin School District	Mapleton School District	Reedsport School District
Annex School District 29	Elkton School District 34	Marcola School District	Reynolds School District
Arlington School District 3	Enterprise School District	McKenzie School District 68	Riddle School District
Arock School District	Falls City School District	Monroe School District	Scappoose School District
Ashland School District	Fern Ridge School District	Monument School District	Scio School District
Ashwood School District	Forest Grove School District	Morrow School District	Seaside School District
Astoria School District	Fossil School District 21J	Mt. Angel School District	Sheridan School District
Athena-Weston School District	Frenchglen School District	Myrtle Point School District	Sherman County School District
Baker School District	Gaston School District	Neah-Kah-Nie School District	Sherwood School District
Bandon School District	Gervais School District	Nestucca Valley School District	Silver Falls School District
Banks School District	Gladstone School District	Newberg School District	Sisters School District
Beaverton School District	Glendale School District	North Bend School District	Siuslaw School District
Bend-La Pine Schools	Glide School District	North Clackamas School District	South Harney School District
Bethel School District	Grant School District	North Douglas School District	South Lane School District
Blachly School District 090	Grants Pass School District	North Lake School District	South Umpqua School District
Black Butte School District	Greater Albany Public Schools	North Marion School District	South Wasco County School District
Brookings-Harbor School District	Gresham-Barlow School District	North Powder School District 8J	Spray School District
Burnt River School District 30J	Harney County School District 3	North Santiam School District	Springfield School District
Butte Falls School District 91	Harney County School District 4	North Wasco County School District	Stanfield School District
Camas Valley School District 21J	Harney County Union High School District	Nyssa School District	St. Helens School District
Canby School District	Harper School District 66	Oakland School District	St. Paul School District
Cascade School District	Harrisburg School District	Oakridge School District	Suntex School District
Centennial School District	Helix School District	Ontario School District	Sutherlin School District
Central Curry School District	Hermiston School District	Oregon City School District	Sweet Home School District
Central Linn School District	Hillsboro School District	Oregon Trail School District	Three Rivers School District
Central Point School District	Hood River County School District	Paisley School District 11	Tigard-Tualatin School District
Central School District	Huntington School District 16J	Parkrose School District	Tillamook School District
Clatskanie School District	Imbler School District 11	Pendleton School District	Troy School District
Colton School District	Ione School District 2	Perrydale School District	Ukiah School District
Condon School District	Jefferson County School District	Philomath School District	Umatilla School District
Coos Bay School District	Jefferson School District	Phoenix-Talent School District	Union School District
Coquille School District	Jewell School District	Pilot Rock School District	Vale School District
Corbett School District 39	John Day School District	Pine Creek School District	Vernonia School District
Corvallis School District	Jordan Valley School District	Pine-Eagle School District 61	Wallowa School District
Cove School District 15	Joseph School District	Pinehurst School District	Warrenton-Hammond School District
Creswell School District	Junction City School District	Pleasant Hill School District	West Linn-Wilsonville School District
Crook County School District	Juntura School District	Plush School District	Willamina School District
Crow-Applegate-Lorane School District	Klamath County School District	Portland Public Schools	Winston-Dillard School District
Culver School District	Klamath Falls City Schools	Port Orford-Langlois School District	Woodburn School District
Dallas School District	Knappa School District	Powers School District	Yamhill-Carlton School District
David Douglas School District	La Grande School District	Prairie City School District	Yoncalla School District
Days Creek School District 15	Lake County School District 7	Riverdale School District	
Dayton School District	Lake Oswego School District	Rogue River School District	
Dayville School District	Lebanon Community School District	Roseburg School District	
Diamond School District	McMinnville School District	Salem-Keizer Public Schools	
Double O School District	Medford School District	Santiam Canyon School District	
Drewsey School District	Milton-Freewater Unified School District		
Estacada School District	Mitchell School District		
Eugene School District	Molalla River School District		

Utah

Alpine School District	Grand County School District	North Sanpete School District	South Summit School District
Beaver School District	Granite School District	North Summit School District	Tintic School District
Box Elder School District	Iron County School District	Ogden School District	Tooele County School District
Cache County School District	Jordan School District	Park City School District	Uintah School District
Canyons School District	Juab School District	Piute School District	Wasatch School District
Carbon School District	Kane School District	Provo City School District	
Daggett School District	Logan School District	Rich School District	

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Davis School District
Duchesne County School District
Emery School District
Garfield School District

Millard School District
Morgan School District
Murray School District
Nebo School District

Salt Lake City School District
San Juan School District
Sevier School District
South Sanpete School District

Washington County School District
Wayne County School District
Weber School District

Colleges & Universities

Hawaii

Akamai University
Atlantic International University
Brigham Young University–Hawaii
Chaminade University of Honolulu
Hawaii Pacific University

Hawaii Tokai International College
Hawai'i Community College
Honolulu Community College
Institute for Clinical Acupuncture and Oriental Medicine

Kapiolani Community College
Kauai Community College
Leeward Community College
University of Hawai'i at Hilo
University of Hawai'i at Mānoa

University of Hawai'i Maui College
University of Hawai'i - West O'ahu
Windward Community College

Louisiana

Baton Rouge Community College
Bossier Parish Community College
Centenary College of Louisiana
Central Louisiana Technical Community College
Delgado Community College
Dillard University
Fletcher Technical Community College
Franciscan Missionaries of Our Lady University
Grambling State University
Louisiana Baptist University and Theological Seminary
Louisiana Christian University

Louisiana Delta Community College
Louisiana State University
Louisiana State University at Eunice
Louisiana State University of Alexandria
Louisiana State University Shreveport
Louisiana Tech University
Loyola University New Orleans
LSU Health Sciences Center New Orleans
LSU Health Sciences Center Shreveport
McNeese State University
New Orleans Baptist Theological Seminary

Nicholls State University
Northshore Technical Community College
Northwest Louisiana Technical Community College
Northwestern State University
Notre Dame Seminary
Nunez Community College
Paul M. Hebert Law Center
River Parishes Community College
Saint Joseph Seminary College
South Louisiana Community College
Southeastern Louisiana University

Southern University
Southern University at New Orleans
Southern University at Shreveport
Southern University Law Center
SOWELA Technical Community College
Tulane University
University of Holy Cross
University of Louisiana at Lafayette
University of Louisiana at Monroe
University of New Orleans
Xavier University of Louisiana

Oregon

American College of Healthcare Sciences
Portland Bible College
Blue Mountain Community College
Bushnell University
Central Oregon Community College
Chemeketa Community College
Clackamas Community College
Clatsop Community College
College of Emergency Services
Columbia Gorge Community College
Corban University
Eastern Oregon University

George Fox University
Gutenberg College
Klamath Community College
Lane Community College
Lewis & Clark College
Linfield University
Linn–Benton Community College
Mount Angel Seminary
Mt. Hood Community College
National University of Natural Medicine
New Hope Christian College
Oregon Coast Community College
Oregon College of Oriental Medicine

Oregon Health & Science University
Oregon Institute of Technology
Oregon State University
Pacific Bible College
Pacific Northwest College of Art
Pacific University
Portland Community College
Portland State University
Reed College
Rogue Community College
Southern Oregon University
Southwestern Oregon Community College

Sumner College
Tillamook Bay Community College
Treasure Valley Community College
Umpqua Community College
University of Oregon
University of Portland
University of Western States
Warner Pacific University
Western Oregon University
Western Seminary
Willamette University

Utah

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Bridgerland Technical College
Brigham Young University
Broadview University
Columbia College Utah
Davis Technical College
Dixie Technical College
Eagle Gate College
Ensign College
Fortis College
Joyce University of Nursing and
Health Sciences

Mount Liberty College
Mountainland Technical College
Neumont College of Computer
Science
Ogden–Weber Technical College
Provo College
Rocky Mountain University of
Health Professions
Rocky Vista University

Roseman University of Health
Sciences
Salt Lake Baptist College
Salt Lake Community College
Snow College
Southern Utah University
Southwest Technical College
Stevens-Henager College
Tooele Technical College
Uintah Basin Technical College

University of Utah
Utah State University
Utah Tech University
Utah Valley University
Weber State University
Webster University Utah
Western Governors
University
Westminster University

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit C

Special Terms & Conditions

1. Use of Federal Funds

The following certifications and provisions are in place for when Participating Agencies intend to utilize federal funds for use of the Master Agreement. Pursuant to 2 C.F.R. § 200.327, all contracts, including small purchases, made by Participating Agencies and their respective subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

**REQUIRED PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS
APPENDIX II TO 2 CFR PART 200**

A. Contracts for more than the simplified acquisition threshold currently set at \$250,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

Pursuant to Federal Rule (A) above, when a Participating Agency expends federal funds, the Participating Agency reserves all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

B. Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of \$10,000)

Pursuant to Federal Rule (B) above, when a Participating Agency expends federal funds, the Participating Agency reserves the right to immediately terminate any agreement in excess of \$10,000 resulting from this procurement process in the event of a breach or default of the agreement by Offeror in the event Offeror fails to: (1) meet schedules, deadlines, and/or delivery dates within the time specified in the procurement solicitation, contract, and/or a purchase order; (2) make any payments owed; or (3) otherwise perform in accordance with the contract and/or the procurement solicitation. Participating Agency also reserves the right to terminate the contract immediately, with written notice to Offeror, for convenience, if Participating Agency believes, in its sole discretion that it is in the best interest of Participating Agency to do so. Offeror will be compensated for work performed and accepted and goods accepted by Participating Agency as of the termination date if the contract is terminated for convenience of Participating Agency. Any award under this

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procurement process is not exclusive and Participating Agency reserves the right to purchase goods and services from other Offerors when it is in Participating Agency's best interest.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

C. Equal Employment Opportunity. During the performance of the contract, the contractor agrees as follows:

1. The contractor will not discriminate against any employee or NFE for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that NFEs are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and NFEs for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified NFEs will receive considerations for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
3. The contractor will not discharge or in any other manner discriminate against any employee or NFE for employment because such employee or NFE has inquired about, discussed, or disclosed the compensation of the employee or NFE or another employee or NFE. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or NFEs as a part of such employee's essential job functions discloses the compensation of such other employees or NFEs to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.
4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and NFEs for employment.
5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

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6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions as may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

The NFE further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the NFE so participating is a state or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.

The NFE agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance.

The NFE further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors

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and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the NFE agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, guarantee); refrain from extending any further assistance to the NFE under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such NFE; and refer the case to the Department of Justice for appropriate legal proceedings.

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Pursuant to Federal Rule (C) above, when a Participating Agency expends federal funds on any federally assisted construction contract, the equal opportunity clause is incorporated by reference herein.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

D. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when a Participating Agency expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Offeror will be in compliance with all applicable Davis-Bacon Act provisions.

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Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

E. Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when a Participating Agency expends federal funds, Offeror certifies that Offeror will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by Participating Agency resulting from this procurement process.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

F. Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

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G. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to Federal Rule (G) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency member resulting from this procurement process, the Offeror agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

H. Debarment and Suspension (Executive Orders 12549 and 12689) – A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

I. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) – Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

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Pursuant to Federal Rule (I) above, when federal funds are expended by Participating Agency, the Offeror certifies that during the term and after the awarded term of an award for all contracts by Participating Agency resulting from this procurement process, the Offeror certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

1. No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub- awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

J. Procurement of Recovered Materials

1. In the performance of this contract, the contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:
 - a. Competitively within a timeframe providing for compliance with the contract performance schedule;
 - b. Meeting contract performance requirements; or
 - c. At a reasonable price.
2. Information about this requirement, along with the list of EPA-designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
3. The contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

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Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

K. Prohibition on Contracting for Covered Telecommunications Equipment or Services.

1. Definitions. Unless otherwise defined in this contract, capitalized terms used in this section shall have the meanings ascribed thereto in this section.

(a) “Backhaul” means intermediate links between the core network, or backbone network, and the small subnetworks at the edge of the network (e.g., connecting cell phones/towers to the core telephone network). Backhaul can be wireless (e.g., microwave) or wired (e.g., fiber optic, coaxial cable, Ethernet).

(b) “Covered Foreign Country” means the People’s Republic of China.

(c) “Covered Telecommunications Equipment or Services” means (i) telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities); (ii) for the purpose of public safety, security of Government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities); (iii) telecommunications or video surveillance services provided by such entities or using such equipment; or (iv) telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a Covered Foreign Country.

(d) “Critical Technology” means (i) defense articles or defense services included on the United States Munitions List set forth in the International Traffic in Arms Regulations under subchapter M of chapter I of title 22, Code of Federal Regulations; (ii) items included on the Commerce Control List set forth in Supplement No. 1 to part 774 of the Export Administration Regulations under subchapter C of chapter VII of title 15, Code of Federal Regulations and controlled

(a) pursuant to multilateral regimes, including for reasons relating to national security, chemical and biological weapons proliferation, nuclear nonproliferation, or missile technology, or (b) for reasons relating to regional stability or surreptitious listening; (iii) specially designed and prepared nuclear equipment, parts and components, materials, software, and technology covered by part 810 of title 10, Code of Federal Regulations (relating to assistance to foreign atomic energy activities); (iv) nuclear facilities, equipment, and material covered by part 110 of title 10, Code of Federal Regulations (relating to export and import of nuclear equipment and material); (v) select agents and toxins covered by part 331 of title 7, Code of Federal Regulations; part 121 of title 9 of such Code; or part 73 of title 42 of such Code; or (vi) emerging and foundational

technologies controlled pursuant to §1758 of the Export Control Reform Act of 2018 (50 U.S.C. §4817).

- (e) “Interconnection Arrangements” means arrangements governing the physical connection of two or more networks to allow the use of another’s network to hand off traffic where it is ultimately delivered (e.g., connection of a customer of telephone provider A to a customer of telephone company B) or sharing data and other information resources.
- (f) “Roaming” means cellular communications services (e.g., voice, video, data) received from a visited network when unable to connect to the facilities of the home network either because signal coverage is too weak or because traffic is too high.
- (g) “Substantial or Essential Component” means any component necessary for the proper function or performance of a piece of equipment, system, or service.
- (h) “Telecommunications Equipment or Services” means telecommunications or video surveillance equipment or services, such as, but not limited to, mobile phones, land lines, internet, video surveillance, and cloud services.

2. Prohibitions.

- (a) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after August 13, 2020, from obtaining or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.
- (b) Unless an exception in applies, contractor and any subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds (including, without limitation, Fiscal Recovery Funds) received from a federal government to:
 - i. Procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - ii. Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology of any system;
 - iii. Enter into, extend, or renew contracts with entities that use Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system; or
 - iv. Provide, as part of its performance of this contract, any subcontract; any other contractual instrument; or any equipment, system, or service that uses Covered Telecommunications Equipment or Services as a Substantial or Essential Component of any system or as Critical Technology as part of any system.

3. Exceptions.

- (a). This clause does not prohibit contractor or subcontractors from providing:
 - i. A service that connects to the facilities of a third party, such as Backhaul, Roaming, or Interconnection Agreements, or

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- ii. Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.
 - (b). By necessary implication and regulation, the prohibitions also do not apply to:
 - i. Covered telecommunications equipment that:
 - (a) Is not used as a Substantial or Essential Component of any system and
 - (b) Is not used as Critical Technology of any system.
 - ii. Other telecommunications equipment or services that are not considered Covered Telecommunications Equipment or Services.
4. Reporting Requirement.
- (a). In the event contractor identifies, during contract performance, covered Telecommunications Equipment or Services used as a Substantial or Essential Component of any system or as Critical Technology as part of any system, or if contractor is notified of such by a subcontractor at any tier or by any other source, contractor shall report the information in paragraph 4(b) of this section to GECM, unless procedures for reporting the information are established elsewhere in this contract.
 - (b). Contractor shall report the following information to GECM pursuant to paragraph 4(a) of this section:
 - i. Within one business day from the date of such identification or notification: contract number; order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.
 - ii. Within ten business days of submitting the information in paragraph 4(b)(i) of this section, any further available information about mitigation actions undertaken or recommended. In addition, contractor shall describe (1) the efforts it undertook to prevent use or submission of Covered Telecommunications Equipment or Services and (2) any additional efforts that will be incorporated to prevent future use or submission of Covered Telecommunications Equipment or Services.
5. Subcontractor. Contractor shall cause to be inserted into all subcontracts and other contractual instruments relating to the performance of this contract the substance of this Section I, including this paragraph 5.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

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L. Domestic Preference for Procurements

(a) The recipient or subrecipient should, to the greatest extent practicable and consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards, contracts, and purchase orders under Federal awards.

(b) For purposes of this section:

(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

(c) Federal agencies providing Federal financial assistance for infrastructure projects must implement the Buy America preferences set forth in 2 CFR part 184.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

EMPLOYMENT VERIFICATION

FAR 22.18

As applicable, and as a condition for the award of any Federal contract at \$50,000 or greater, Offeror certifies that vendor is enrolled in, and is currently participating in, E-Verify or any other equivalent electronic verification of work authorization program operated by the U.S. Department of Homeland Security and does not knowingly employ any person who is an unauthorized alien in conjunction with the contracted services. A breach in compliance with immigration laws and regulations shall be deemed a material breach of the contract and may be subject to penalties up to and including termination of the contract.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS

When federal funds are expended by Participating Agencies for any contract resulting from this procurement process, Offeror certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Offeror further certifies that Offeror will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

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Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH EPA REGULATIONS
APPLICABLE TO GRANTS, SUBGRANTS, COOPERATIVE AGREEMENTS, AND CONTRACTS
IN EXCESS OF \$50,000 OF FEDERAL FUNDS

When federal funds are expended by Participating Agencies, for any contract resulting from this procurement process in excess of \$50,000, the vendor certifies that the vendor is in compliance with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT

When Participating Agency expends federal funds for any contract resulting from this procurement process, Offeror certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS

To the extent purchases are made with Federal Highway Administration, Federal Railroad Administration, or Federal Transit Administration funds, Offeror certifies that its products comply with all applicable provisions of the Buy America Act and agrees to provide such certification or applicable waiver with respect to specific products to any Participating Agency upon request. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

PROCUREMENT OF RECOVERED MATERIALS REQUIREMENTS FOR – 2 C.F.R. §200.322

Participating Agency and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent

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with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF AFFORDABLE CARE ACT

Offeror understands and agrees that it shall be solely responsible for compliance with the patient Protection and Affordable Care Act, Public Law 111-148 and the Health Care and Education Reconciliation Act 111-152 (collectively the Affordable Care Act “ACA”). The Offeror shall bear sole responsibility for providing health care benefits for its employees who provide services as required by Federal law.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS

Offeror agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336

Offeror agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Offeror that are directly pertinent to Offeror’s discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Offeror’s personnel for the purpose of interview and discussion relating to such documents.

Does Offeror agree? (Y / N) _____ Initials of Authorized Representative of Offeror

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Offeror agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that Offeror certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Corporate/Company Name:

Address, City, State and ZIP:

Website:

DUNS#:

Printed Name and Title of Authorized Representative:

Email Address:

Signature of Authorized Representative:

Date:

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Exhibit D

Sample Axia Cooperative Administration Agreement

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this <INSERT DAY> day of <INSERT MONTH>, <INSERT YEAR>, between Axia Coop LLC (“Axia Cooperative”), and (<INSERT SUPPLIER NAME>) (“Supplier”).

Recitals

WHEREAS, the <INSERT LEAD AGENCY> (the “Lead Procurement Agency”) has entered into a Master Agreement dated <INSERT MASTER AGREEMENT START DATE>, Agreement No <INSERT MASTER AGREEMENT NUMBER>, by and between the Lead Procurement Agency and Supplier, (as may be amended from time to time in accordance with the terms thereof, the “Master Agreement”), as attached hereto as Exhibit A and incorporated herein by reference as though fully set forth herein, for the purchase of <INSERT CONTRACT TITLE> (the “Product”);

WHEREAS, said Master Agreement provides that any or all public agencies, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit (collectively, “Public Agencies”), that register (either via registration on the Axia Cooperative website or execution of a Master Intergovernmental Cooperative Purchasing Agreement, attached hereto as Exhibit B) (each, hereinafter referred to as a “Participating Public Agency”) may purchase Product at prices stated in the Master Agreement;

WHEREAS, Participating Public Agencies may access the Master Agreement which is offered through Axia Cooperative to Public Agencies;

WHEREAS, Axia Cooperative serves as the contract administrator of the Master Agreement on behalf of Lead Procurement Agency;

WHEREAS, Lead Procurement Agency desires Axia Cooperative to proceed with administration of the Master Agreement; and

WHEREAS, Axia Cooperative and Supplier desire to enter into this Agreement to make available the Master Agreement to Participating Public Agencies and to set forth certain terms and conditions governing the relationship between Axia Cooperative and Supplier.

NOW, THEREFORE, in consideration of the payments to be made hereunder and the mutual covenants contained in this Agreement, Axia Cooperative and Supplier hereby agree as follows:

Definitions

1. Capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings given to them in the Master Agreement.

Terms and Conditions

2. The Master Agreement and the terms and conditions contained therein shall apply to this Agreement except as expressly changed or modified by this Agreement. Supplier acknowledges and agrees that the covenants and agreements of Supplier set forth in the solicitation and Supplier's response thereto resulting in the Master Agreement are incorporated herein and are an integral part hereof.

3. Axia Cooperative shall be afforded all of the rights, privileges and indemnifications afforded to Lead Procurement Agency by or from Supplier under the Master Agreement, and such rights, privileges and indemnifications shall accrue and apply with equal effect to Axia Cooperative, its agents, employees, directors, and representatives under this Agreement including, but not limited to, Supplier's obligation to obtain appropriate insurance.

4. Axia Cooperative shall perform all of its duties, responsibilities and obligations as contract administrator of the Master Agreement on behalf of Lead Procurement Agency as set forth herein, and Supplier hereby acknowledges and agrees that all duties, responsibilities and obligations will be undertaken by Axia Cooperative solely in its capacity as the contract administrator under the Master Agreement.

5. With respect to any purchases by Lead Procurement Agency or any Participating Public Agency pursuant to the Master Agreement, Axia Cooperative shall not be: (i) construed as a dealer, re-marketer, representative, partner or agent of any type of the Supplier, Lead Procurement Agency or any Participating Public Agency; (ii) obligated, liable or responsible for any order for Product made by Lead Procurement Agency or any Participating Public Agency or any employee thereof under the Master Agreement or for any payment required to be made with respect to such order for Product; and (iii) obligated, liable or responsible for any failure by Lead Procurement Agency or any Participating Public Agency to comply with procedures or requirements of applicable law or the Master Agreement or to obtain the due authorization and approval necessary to purchase under the Master Agreement. Axia Cooperative makes no representation or guaranty with respect to any minimum purchases by Lead Procurement Agency or any Participating Public Agency or any employee thereof under this Agreement or the Master Agreement.

6. Axia Cooperative shall not be responsible for Supplier's performance under the Master Agreement, and Supplier shall hold Axia Cooperative harmless from any liability that may arise from the acts or omissions of Supplier in connection with the Master Agreement.

7. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOPERATIVE EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING AXIA COOPERATIVE'S PERFORMANCE AS A CONTRACT ADMINISTRATOR OF THE MASTER AGREEMENT. AXIA COOPERATIVE SHALL NOT BE LIABLE IN ANY WAY FOR ANY SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR RELIANCE DAMAGES, EVEN IF AXIA COOPERATIVE IS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TERM OF AGREEMENT; TERMINATION

8. This Agreement shall be in effect so long as the Master Agreement remains in effect, provided, however, that the provisions of Sections 3 – 8 and 14 – 23, hereof and the indemnifications afforded by the Supplier to Axia Cooperative in the Master Agreement, to the extent such provisions survive any expiration or termination of the Master Agreement, shall survive the expiration or termination of this Agreement.

9. Supplier's failure to maintain its covenants and commitments contained in this Agreement or any action of the Supplier which gives rise to a right by Lead Procurement Agency to terminate the Master Agreement shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of this Agreement at Axia Cooperative's sole discretion. Notwithstanding anything contained herein to the contrary, this Agreement shall terminate on the date of the termination or expiration of the Master Agreement.

National Promotion

10. Axia Cooperative and Supplier shall publicize and promote the availability of the Master Agreement's products and services to Public Agencies and such agencies' employees. Supplier shall require each Public Agency to register its participation in the Axia Cooperative program by either registering on the Axia Cooperative website, www.axiacoop.org, or executing a Master Intergovernmental Cooperative Purchasing Agreement prior to processing the Participating Public Agency's first sales order. Upon request, Supplier shall make available to interested Public Agencies a copy of the Master Agreement and such price lists or quotes as may be necessary for such Public Agencies to evaluate potential purchases.

11. Supplier shall provide such marketing and administrative support as set forth in the solicitation resulting in the Master Agreement, including assisting in development of marketing materials as reasonably requested by Lead Procurement Agency and Axia Cooperative. Supplier shall be responsible for obtaining permission or license of use and payment of any license fees for all content and images Supplier provides to Axia Cooperative or posts on the Axia Cooperative website. Supplier shall indemnify, defend and hold harmless Axia Cooperative for use of all such content and images including copyright infringement claims. Supplier and Axia Cooperative each hereby grant to the other party a limited, revocable, non-transferable, non-sublicensable right to use such party's logo(s) (each, the "Logo") solely for use in marketing the Master Agreement. Each party shall provide the other party with the standard terms of use of such party's Logo, and such party shall comply with such terms in all material respects. Both parties shall obtain approval from the other party prior to use of such party's Logo. Notwithstanding the foregoing, the parties understand and agree that except as provided herein neither party shall have any right, title or interest in the other party's Logo. Upon termination of this Agreement, each party shall immediately cease use of the other party's Logo.

ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of percent (2%) (“Administrative Fee Percentage”) multiplied by the total purchase amount paid to Supplier, less refunds, credits on returns, rebates and discounts, for the sale of products and/or services to Lead Procurement Agency and Participating Public Agencies pursuant to the Master Agreement (as amended from time to time and including any renewal thereof) (“Contract Sales”). From time to time the parties may mutually agree in writing to a lower Administrative Fee Percentage for a specifically identified Participating Public Agency’s Contract Sales.

13. Supplier shall provide Axia Cooperative with an electronic accounting report monthly, in the format prescribed by Axia Cooperative, summarizing all Contract Sales for each calendar month. The Contract Sales reporting format is provided as Exhibit C (“Contract Sales Report”), attached hereto and incorporated herein by reference. Contract Sales Reports for each calendar month shall be provided by Supplier to Axia Cooperative by the 10th day of the following month. Failure to provide a Contract Sales Report within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion.

14. Administrative Fee payments are to be paid by Supplier to Axia Cooperative at the frequency and on the due date stated in Section 13, above, for Supplier’s submission of corresponding Contract Sales Reports. Administrative Fee payments are to be made via Automated Clearing House (ACH) to the Axia Cooperative designated financial institution. Failure to provide a payment of the Administrative Fee within the time and manner specified herein shall constitute a material breach of this Agreement and if not cured within thirty (30) days of written notice to Supplier shall be deemed a cause for termination of the Master Agreement, at Lead Procurement Agency’s sole discretion, and/or this Agreement, at Axia Cooperative’s sole discretion. All Administrative Fees not paid when due shall bear interest at a rate equal to the lesser of one and one-half percent (1 1/2%) per month or the maximum rate permitted by law until paid in full.

15. Supplier shall maintain an accounting of all purchases made by Participating Public Agencies under the Master Agreement. Axia Cooperative, or its designee, in Axia Cooperative’s sole discretion, reserves the right to compare Participating Public Agency records with Contract Sales Reports submitted by Supplier for a period of four (4) years from the date Axia Cooperative receives such report. In addition, Axia Cooperative may engage a third party to conduct an independent audit of Supplier’s monthly reports. In the event of such an audit, Supplier shall provide all materials reasonably requested relating to such audit by Axia Cooperative at the location designated by Axia Cooperative. In the event an underreporting of Contract Sales and a resulting underpayment of Administrative Fees is revealed, Axia Cooperative will notify the Supplier in writing. Supplier will have thirty (30) days from the date of such notice to resolve the discrepancy to Axia Cooperative’s reasonable satisfaction, including payment of any Administrative Fees due and owing, together with interest thereon in accordance with Section 13, and reimbursement of Axia Cooperative’s costs and expenses related to such audit.

GENERAL PROVISIONS

16. This Agreement, the Master Agreement and the exhibits referenced herein supersede any and all other agreements, either oral or in writing, between the parties hereto with respect to the subject matter hereto and no other agreement, statement, or promise relating to the subject matter of this Agreement which is not contained or incorporated herein shall be valid or binding. In the event of any conflict between the provisions of this Agreement and the Master Agreement, as between Axia Cooperative and Supplier, the provisions of this Agreement shall prevail.

17. If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement or to recover any Administrative Fee and accrued interest, the prevailing party shall be entitled to reasonable attorney's fees and costs in addition to any other relief to which it may be entitled.

18. This Agreement and Axia Cooperative's rights and obligations hereunder may be assigned at Axia Cooperative's sole discretion to an affiliate of Axia Cooperative, any purchaser of any or all or substantially all of the assets of Axia Cooperative, or the successor entity as a result of a merger, reorganization, consolidation, conversion or change of control, whether by operation of law or otherwise. Supplier may not assign its obligations hereunder without the prior written consent of Axia Cooperative.

19. All written communications given hereunder shall be delivered by first-class mail, postage prepaid, or overnight delivery on receipt to the addresses as set forth below.

- A. Axia Coop LLC
- B. Supplier

20. If any provision of this Agreement shall be deemed to be, or shall in fact be, illegal, inoperative or unenforceable, the same shall not affect any other provision or provisions herein contained or render the same invalid, inoperative or unenforceable to any extent whatever, and this Agreement will be construed by limiting or invalidating such provision to the minimum extent necessary to make such provision valid, legal and enforceable.

21. This Agreement may not be amended, changed, modified, or altered without the prior written consent of the parties hereto, and no provision of this Agreement may be discharged or waived, except by a writing signed by the parties. A waiver of any particular provision will not be deemed a waiver of any other provision, nor will a waiver given on one occasion be deemed to apply to any other occasion.

22. This Agreement shall inure to the benefit of and shall be binding upon Axia Cooperative, the Supplier and any respective successor and assign thereto; subject, however, to the limitations contained herein.

23. This Agreement will be construed under and governed by the laws of the State of Tennessee, excluding its conflicts of law provisions and any action arising out of or related to this Agreement shall be commenced solely and exclusively in the state or federal courts in Williamson County Tennessee.

24. This Agreement may be executed in counterparts, each of which is an original but all of which, together, shall constitute but one and the same instrument. The exchange of copies of this Agreement and of signature pages by facsimile, or by .pdf or similar electronic transmission, will constitute effective execution and delivery of this Agreement as to the parties and may be used in lieu

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of the original Agreement for all purposes. Signatures of the parties transmitted by facsimile, or by .pdf or similar electronic transmission, will be deemed to be their original signatures for any purpose whatsoever.

Authorized Signature, Supplier

Signature

Name

Title

Date

AXIA COOP LLC

Signature

Ken Heckman

Name

Founder & Chief Executive Officer

Title

Date