ATTACHMENT D

National Cooperative Purchasing Program

Solicitation & Resulting Contract Supporting Documents

The following documents are included as part of CE-25-603 as solicited and advertised by City of Long Beach. Offerors shall review each and note exceptions as detailed in the RFP document.

Contents

Section A	Introduction To Axia Cooperative & National Contract Scope
Section B	Advertising Compliance
Section C	Special Terms & Conditions
Section D	Sample Axia Cooperative Administration Agreement

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Section 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

The **City of Long Beach** ("Lead Agency") is requesting proposals for **Elevator Installation, Maintenance, and Related 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 $25,000,000. 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

Section 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

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 Indiana	State of Montana	State of Rhode Island
State of Alaska	State of Iowa	State of Nebraska	State of South Carolina
State of Arizona	State of Kansas	State of Nevada	State of South Dakota
State of Arkansas	Commonwealth of Kentucky	State of New Hampshire	State of Tennessee
State of California	State of Louisiana	State of New Jersey	State of Texas
State of Colorado	State of Maine	State of New Mexico	State of Utah
State of Connecticut	State of Maryland	State of New York	State of Vermont
State of Delaware	Commonwealth of Massachusetts	State of North Carolina	Commonwealth of Virginia
State of Florida	State of Michigan	State of North Dakota	State of Washington
State of Georgia	State of Minnesota	State of Ohio	State of West Virginia
State of Hawaii	State of Mississippi	State of Oklahoma	State of Wisconsin
State of Idaho	State of Missouri	State of Oregon	State of Wyoming
State of Illinois		Commonwealth of Pennsylvania	

Washington, DC	American Samoa	Guam	Northern Mariana Islands
Puerto Rico	US Virgin Islands		

Counties & Parishes

Hawaii

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

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	Honomu	Koloa	Paia
Anahola	Kaaawa	Kualapuu	Papaikou
Captain Cook	Kahuku	Kurtistown	Pearl City
Eleele	Kahului	Lahaina	Pepeekeo
Ewa Beach	Kailua	Laie	Princeville
Haleiwa	Kalaheo	Lanai City	Pukalani

Hana
Hanalei
Hanamaulu
Hanapepe
Hauula
Hawi
Hilo
Holualoa
Honaunau
Honokaa
Honolulu
Kaneohe
Kapaa
Kapaau
Kaumakani
Kaunakakai
Keaau
Kealakekua
Kekaha
Kihei
Kilauea
Laupahoehoe
Lawai
Lihue
Makawao
Maunaloa
Mililani
Mountain View
Naalehu
Paauilo
Pahala
Pahoa
Schofield Barracks
Volcano
Wahiawa
Waialua
Waianae
Waikoloa
Wailuku
Waimanalo
Waimea
Waipahu

Louisiana

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

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

Oregon

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

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

Utah

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

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

School Districts

Louisiana

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

Oregon

Adel School District
Adrian School District
Alsea School District 7J
Dufur School District
Eagle Point School District
Echo School District
Lincoln County School District
Long Creek School District
Lowell School District
Prospect School District 59
Rainier School District
Redmond School District

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

Utah

Alpine School District
Beaver School District
Box Elder School District
Cache County School District
Canyons School District
Carbon School District
Daggett School District
Davis School District
Duchesne County School District
Emery School District
Grand County School District
Granite School District
Iron County School District
Jordan School District
Juab School District
Kane School District
Logan School District
Millard School District
Morgan School District
Murray School District
North Sanpete School District
North Summit School District
Ogden School District
Park City School District
Piute School District
Provo City School District
Rich School District
Salt Lake City School District
San Juan School District
Sevier School District
South Summit School District
Tintic School District
Tooele County School District
Uintah School District
Wasatch School District
Washington County School District

Garfield School District
Nebo School District
South Sanpete 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

Bridgerland Technical College
Brigham Young University
Mount Liberty College
Mountainland Technical College
Roseman University of Health Sciences
University of Utah
Utah State 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
Neumont College of Computer Science
Ogden–Weber Technical College
Provo College
Rocky Mountain University of Health Professions
Rocky Vista University
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
Utah Tech University
Utah Valley University
Weber State University
Webster University Utah
Western Governors University
Westminster University

Axia Cooperative Solicitation & Resulting Contract Supporting Documents

Section 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. § 200.326, 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 $150,000, 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 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. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 CFR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

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.

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

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.

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

EMPLOYMENT VERFICATION
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.

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 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

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

Section 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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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.

SAMPLE

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

SAMPLE

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

SAMPLE