

ATTACHMENT G



**Requirements for National Cooperative Contract To be Administered by
Axia Cooperative**

The following documents are used in evaluating and administering national cooperative contracts and are included for Supplier's review and response.

- Axia Cooperative Exhibit A – AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT**

- Axia Cooperative Exhibit B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE**

- Axia Cooperative Exhibit C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT, EXAMPLE**

- Axia Cooperative Exhibit D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY CERTIFICATE, EXAMPLE**

- Axia Cooperative Exhibit E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE**

- Axia Cooperative Exhibit F – AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT**

- Axia Cooperative Exhibit G – FEDERAL FUNDS CERTIFICATIONS**

- Axia Cooperative Exhibit H – NEW JERSEY BUSINESS COMPLIANCE (Optional)**

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AXIA COOPERATIVE RESPONSE FOR NATIONAL COOPERATIVE CONTRACT

1.0 SCOPE OF NATIONAL COOPERATIVE CONTRACT

1.1 Requirement

The City of Tucson, (hereinafter defined and referred to as "Lead Procurement Agency"), on behalf of itself and the Axia Coop LLC (or "Axia Cooperative"), is requesting proposals for Enterprise Data Warehouse Solutions and related services. The intent of this Request for Proposal is that any contract between Lead Procurement Agency and Supplier resulting from this Request for Proposal (hereinafter defined and referred to as the "Master Agreement") be made available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through Axia Cooperative's cooperative purchasing program. The Lead Procurement Agency has executed a Lead Procurement Agency Certificate with Axia Cooperative (an example of which is included as Exhibit D) and has agreed to pursue the Master Agreement. Use of the Master Agreement by any Public Agency is preceded by their registration with Axia Cooperative as a Participating Public Agency in Axia Cooperative's cooperative purchasing program. Registration with Axia Cooperative as a Participating Public Agency is accomplished by Public Agencies entering into a Master Intergovernmental Cooperative Purchasing Agreement, an example of which is attached as Exhibit C. The terms and pricing established in the resulting Master Agreement between the Supplier and the Lead Procurement Agency will be the same as that available to Participating Public Agencies through Axia Cooperative.

All transactions, purchase orders, invoices, payments etc., will occur directly between the Supplier and each Participating Public Agency individually, and neither Axia Cooperative, any Lead Procurement Agency nor any Participating Public Agency, including their respective agents, directors, employees or representatives, shall be liable to Supplier for any acts, liabilities, damages, etc., incurred by any other Participating Public Agency.

This Exhibit A defines the expectations for qualifying Suppliers based on Axia Cooperative's requirements to market the resulting Master Agreement nationally to Public Agencies. Each section in this Exhibit A refers to the capabilities, requirements, obligations, and prohibitions of competing Suppliers on a national level in order to serve Participating Public Agencies through Axia Cooperative.

These requirements are incorporated into and are considered an integral part of this RFP. Axia Cooperative reserves the right to determine whether or not to make the Master Agreement awarded by the Lead Procurement Agency available to Participating Public Agencies.

1.2 Marketing, Sales and Administrative Support

During the term of the Master Agreement Axia Cooperative intends to provide marketing, sales and administrative support for Supplier pursuant to this section 1.2 that directly promotes the Supplier's products and services to Participating Public

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Agencies through multiple channels, each designed to promote specific products and services to Public Agencies on a national basis.

The Axia Cooperative marketing team will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Marketing collateral (print, electronic, email, presentations)
- B. Website development and support
- C. Trade shows/conferences/meetings
- D. Advertising
- E. Social Media
- F. Sales Team Support

The Axia Cooperative sales teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Individual sales calls
- B. Joint sales calls
- C. Communications/customer service
- D. Training sessions for Public Agency teams
- E. Training sessions for Supplier teams

The Axia Cooperative contracting teams will work in conjunction with Supplier to promote the Master Agreement to both existing Participating Public Agencies and prospective Public Agencies through:

- A. Serving as the subject matter expert for questions regarding joint powers of authority and state statutes and regulations for cooperative purchasing
- B. Training sessions for Public Agency teams
- C. Training sessions for Supplier teams
- D. Regular business reviews to monitor program success
- E. General contract administration

Suppliers are required to pay an administrative fee of 1% of the greater of the Contract Sales under the Master Agreement and Guaranteed Contract Sales under this Request for Proposal. Supplier will be required to execute the Axia Cooperative Administration Agreement (refer to Exhibit B).

Capitalized terms not otherwise defined herein shall have the meanings given to them in the Master Agreement or in the Axia Coop LLC Administration Agreement between Supplier and Axia Cooperative (the "Axia Coop LLC Administration Agreement")

1.3 Estimated Volume

The dollar volume purchased under the Master Agreement is estimated to be approximately \$30MM annually. While no minimum volume is guaranteed to Supplier, the estimated annual volume is projected based on the current annual volumes among the Lead Procurement Agency, other Participating Public Agencies that are anticipated

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to utilize the resulting Master Agreement to be made available to them through Axia Cooperative, and volume growth into other Public Agencies through a coordinated marketing approach between Supplier and Axia Cooperative.

1.4 Award Basis

The basis of any contract award resulting from this RFP made by Lead Procurement Agency will be the basis of award on a national level through Axia Cooperative. If multiple suppliers are awarded by Lead Procurement Agency under the Master Agreement, those same suppliers will be required to extend the Master Agreement to Participating Public Agencies through Axia Cooperative. Utilization of the Master Agreement by Participating Public Agencies will be at the discretion of the individual Participating Public Agency. Certain terms of the Master Agreement specifically applicable to the Lead Procurement Agency are subject to modification for each Participating Public Agency as Supplier, such Participating Public Agency and Axia Cooperative shall agree. Participating Agencies may request to enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in the Master Agreement (i.e., invoice requirements, order requirements, specialized delivery, diversity requirements such as minority and woman owned businesses, historically underutilized business, governing law, etc.). Any supplemental agreement developed as a result of the Master Agreement is exclusively between the Participating Agency and the Supplier (Contract Sales are reported to Axia Cooperative).

1.5 Objectives of Cooperative Program

This RFP is intended to achieve the following objectives regarding availability through Axia Cooperative's cooperative program:

- A. Provide a comprehensive competitively solicited and awarded national agreement offering the Products covered by this solicitation to Participating Public Agencies;
- B. Establish the Master Agreement as an actively marketed offering available to Public Agencies nationwide;
- C. Achieve cost savings for Supplier and Public Agencies through a single solicitation process that will reduce the Supplier's need to respond to multiple solicitations and Public Agencies need to conduct their own solicitation process;
- D. Combine the aggregate purchasing volumes of Participating Public Agencies to achieve cost effective pricing.

2.0 REPRESENTATIONS AND COVENANTS

As a condition to Supplier entering into the Master Agreement, which would be available to all Public Agencies, Supplier must make certain representations, warranties and covenants to both the Lead Procurement Agency and Axia Cooperative designed to ensure the success of the Master Agreement for all Participating Public Agencies as well as the Supplier.

2.1 Corporate Commitment

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Supplier commits that (1) the Master Agreement has received all necessary corporate authorizations and support of the Supplier’s executive management, (2) the Master Agreement is actively marketed by Supplier and available to Public Agencies nationwide, (3) the Master Agreement will be promoted to all Public Agencies, including any existing customers, and Supplier will transition existing customers, upon their request, to the Master Agreement, and (4) that the Supplier has read and agrees to the terms and conditions of the Administration Agreement with Axia Cooperative and will execute such agreement concurrent with and as a condition of its execution of the Master Agreement with the Lead Procurement Agency. Supplier will identify an executive corporate sponsor and a separate national account manager within the RFP response that will be responsible for the overall management of the Master Agreement.

2.2 Pricing Commitment

Supplier commits the not-to-exceed pricing provided under the Master Agreement pricing is its lowest available (net to buyer) to Public Agencies nationwide and further commits that if a Participating Public Agency is eligible for lower pricing through a national, state, regional or local or cooperative contract, that the Supplier will match such lower pricing to that Participating Public Agency under the Master Agreement.

2.3 Sales Commitment

Supplier commits to aggressively market the Master Agreement to public agencies and that its sales force will be trained, engaged and committed to offering the Master Agreement to Public Agencies through Axia Cooperative nationwide. Supplier commits that all Master Agreement sales will be accurately and timely reported to Axia Cooperative in accordance with the Axia Cooperative Administration Agreement. Supplier also commits that its sales force will be compensated, including sales incentives, for sales to Public Agencies under the Master Agreement in a consistent or better manner compared to sales to Public Agencies if the Supplier were not awarded the Master Agreement.

3.0 SUPPLIER QUALIFICATIONS

Supplier must supply the following information in order for the Lead Procurement Agency to determine Supplier’s qualifications to extend the resulting Master Agreement to Participating Public Agencies through Axia Cooperative.

3.1 Company

- A. Brief history and description of your company.
- B. Total number and location of salespersons employed by your company.
- C. Number and location of support centers (if applicable).
- D. Approximate annual public sector sales.

3.2 Distribution Logistics

- A. Describe how your company proposes to distribute the products/service nationwide.
- B. Identify all other companies that will be involved in processing, handling or shipping the products/service to the end user.

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- C. Provide the number, size and location of your company's distribution facilities, warehouses and retail network as applicable.
- D. Describe the full line of products and services offered by your company.

3.3 Marketing and Sales

- A. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to immediately implement the Master Agreement as an offering to Public Agencies for your teams nationwide, to include, but not limited to:
 - i. Executive leadership endorsement and sponsorship of the award as a public sector sales offering within 10 days of award
 - ii. Training and education of your national sales force with participation from the executive leadership of your company, along with the Axia Cooperative team within first 90 days
- B. Provide a detailed ninety-day plan beginning from award date of the Master Agreement describing the strategy to market the Master Agreement to current Participating Public Agencies, existing Public Agency customers of Supplier, as well as to prospective Public Agencies nationwide immediately upon award, to include, but not limited to:
 - i. Creation and distribution of a co-branded press release to trade publications
 - ii. Announcement, contract details and contact information published on the Supplier company website within first 90 days
 - iii. Design, publication and distribution of co-branded marketing materials within first 90 days
 - iv. Commitment to provide reasonable assistance to the overall promotion and marketing efforts of the Master Agreement at national (e.g. NIGP Annual Forum, NPI Conference, etc.), regional (e.g. Regional NIGP Chapter Meetings, etc.), and supplier specific trade shows, conferences and meetings throughout the term of the Master Agreement
 - v. Design and publication of national and regional advertising in trade publications throughout the term of the Master Agreement
 - vi. Ongoing marketing and promotion of the Master Agreement throughout its term (case studies, collateral pieces, presentations, promotions, etc.)
 - vii. Dedicated Axia Cooperative internet web-based homepage on Supplier website with:
 - Axia Cooperative standard logo;
 - Copy of original Request for Proposal;
 - Copy of contract and amendments between Lead Procurement Agency and Supplier;
 - Summary of Products and pricing;
 - Marketing Materials
 - Electronic link to Axia Cooperative's website, including the online registration page;
 - A dedicated telephone number and email address for Axia Cooperative.

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- C. Describe how your company will transition any existing Public Agency customers' accounts to the Master Agreement available nationally through Axia Cooperative. Include a list of current cooperative contracts (regional and national) your company holds and describe how the Master Agreement will be positioned among the other cooperative agreements.
- D. Acknowledge that your company agrees to provide its company/corporate logo(s) to Axia Cooperative and agrees to provide permission for reproduction of such logo(s) in marketing communications and promotions. Acknowledge that use of Axia Cooperative logo will require permission for reproduction, as well.
- E. Supplier is responsible for proactive direct sales of Supplier's goods and services to Public Agencies nationwide and the timely follow up to leads established by Axia Cooperative. All sales materials are to use the Axia Cooperative logo. At a minimum, the Supplier's sales initiatives should communicate:
 - i. Master Agreement was competitively solicited and publicly awarded by a Lead Procurement Agency
 - ii. Best government pricing
 - iii. No cost to participate
 - iv. Non-exclusive contract
- F. Supplier is responsible for the training of its national sales force on the Master Agreement. At a minimum, sales training should include:
 - i. Key features of Master Agreement
 - ii. Working knowledge of the solicitation process
 - iii. Awareness of the range of Public Agencies that can utilize the Master Agreement through Axia Cooperative
 - iv. Knowledge of benefits of the use of cooperative contracts
- G. Provide contact information for the person(s), who will be responsible for:
 - i. Marketing
 - ii. Sales
 - iii. Sales Support
 - iv. Financial Reporting
 - v. Contracts
- H. Describe in detail how your company's national sales force is structured, including contact information for the highest-level executive in charge of the sales team.
- I. Explain in detail how the sales teams will work with the Axia Cooperative team to implement, grow and service the national program.
- J. Explain in detail how your organization will manage the overall national program throughout the term of the Master Agreement, including ongoing coordination of marketing and sales efforts, timely new Participating Public Agency account set- up, etc.
- K. Describe your company's information systems capabilities and limitations regarding order management through receipt of payment, including description of multiple platforms that may be used for any of these functions.

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CONTRACT

- L. Even though it is anticipated that many Public Agencies will be able to utilize the Master Agreement without further formal solicitation, there may be circumstances where Public Agencies will issue their own solicitations. The following options are available when responding to a solicitation for Products covered under the Master Agreement.
 - i. Respond with Master Agreement pricing (Contract Sales reported to Axia Cooperative).
 - ii. If competitive conditions require pricing lower than the standard Master Agreement not-to-exceed pricing, Supplier may respond with lower pricing through the Master Agreement. If Supplier is awarded the contract, the sales are reported as Contract Sales to Axia Cooperative under the Master Agreement.
 - iii. Respond with pricing higher than Master Agreement only in the unlikely event that the Public Agency refuses to utilize Master Agreement (Contract Sales are not reported to Axia Cooperative).
 - iv. If alternative or multiple proposals are permitted, respond with pricing higher than Master Agreement, and include Master Agreement as the alternate or additional proposal.

AXIA COOP LLC COMPANY EXHIBITS
EXHIBIT B – AXIA COOPERATIVE ADMINISTRATION AGREEMENT, EXAMPLE

AXIA COOP LLC ADMINISTRATION AGREEMENT

THIS ADMINISTRATION AGREEMENT (this “Agreement”) is made this ____ day of _____ 20__, between Axia Coop LLC (“Axia Cooperative”), and _____ (“Supplier”).

Recitals

WHEREAS, the _____ (the “Lead Procurement Agency”) has entered into a Master Agreement dated _____, Agreement No _____, 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 and incorporated herein by reference as though fully set forth herein, for the purchase of _____ (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) (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.

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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.**

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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.

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ADMINISTRATIVE FEE, REPORTING & PAYMENT

12. An “Administrative Fee” shall be defined and due to Axia Cooperative from Supplier in the amount of percent (1%) (“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 _ (“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.

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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
 - i. Attn: Ken Heckman, Founder & CEO
 - ii. 348 Julianna Circle, Franklin, TN 37064
- 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.

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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 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

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT

This Master Intergovernmental Cooperative Purchasing Agreement (this “**Agreement**”) is entered into by and between those certain government agencies that execute a Lead Procurement Agency Certificate (“**Lead Procurement Agencies**”) with Axia Coop LLC (“**Axia Cooperative**”) to be appended and made a part hereof and such other public agencies (“**Participating Public Agencies**”) who register to participate in the cooperative purchasing program administered by Axia Cooperative by either registering on a Axia Cooperative website (www.axiacoop.org), or by executing a copy of this Agreement.

Recitals

WHEREAS, after a competitive solicitation and selection process by Lead Procurement Agencies, a number of suppliers have entered into “**Master Agreements**” (herein so called) to provide a variety of goods, products and services (“**Products**”) to the applicable Lead Procurement Agency and the Participating Public Agencies;

WHEREAS, Master Agreements are made available by Lead Procurement Agencies through Axia Cooperative and provide that Participating Public Agencies may purchase Products on the same terms, conditions and pricing as the Lead Procurement Agency, subject to any applicable federal and/or local purchasing ordinances and the laws of the State of purchase;

NOW, THEREFORE, in consideration of the mutual promises contained in this Agreement, and of the mutual benefits to result, the parties hereby agree as follows:

1. Each party will facilitate the cooperative procurement of Products.
2. The Participating Public Agencies shall procure Products in accordance with and subject to the relevant federal, state and local statutes, ordinances, rules and regulations that govern Participating Public Agency’s procurement practices. The Participating Public Agencies hereby acknowledge and agree that it is the intent of the parties that all provisions of this Agreement and that Principal Procurement Agencies’ participation in the program described herein comply with all applicable laws, including but not limited to the requirements of 42 C.F.R. § 1001.952(h), as may be amended from time to time. The Participating Public Agencies further acknowledge and agree that they are solely responsible for their compliance with all applicable “safe harbor” regulations, including but not limited to any and all obligations to fully and accurately report discounts and incentives.
3. The Participating Public Agency represents and warrants that the Participating Public Agency is not a hospital and is not purchasing Products on behalf of a hospital.
4. The cooperative use of Master Agreements shall be in accordance with the terms and conditions of the Master Agreements, except as modification of those terms and conditions is otherwise required by applicable federal, state or local law.
5. The Principal Procurement Agencies will make available, upon reasonable request, Master Agreement information which may assist in improving the procurement of Products by the Participating Public Agencies.

AXIA COOP LLC EXHIBITS
EXHIBIT C – AXIA COOPERATIVE MASTER INTERGOVERNMENTAL
COOPERATIVE PURCHASING AGREEMENT, EXAMPLE

6. The Participating Public Agencies (each a “**Procuring Party**”) that procure Products through any Master Agreement will make timely payments to the distributor, manufacturer or other vendor (collectively, “**Supplier**”) for Products received in accordance with the terms and conditions of the Master Agreement, as applicable. Payment for Products and inspections and acceptance of Products ordered by the Procuring Party shall be the exclusive obligation of such Procuring Party. Disputes between Procuring Party and any Supplier shall be resolved in accordance with the law and venue rules of the State of purchase unless otherwise agreed to by the Procuring Party and Supplier.
7. The Procuring Party shall not use this Agreement as a method for obtaining additional concessions or reduced prices for similar products or services.
8. The Procuring Party shall be responsible for the ordering of Products under this Agreement. A non-procuring party shall not be liable in any fashion for any violation by a Procuring Party, and, to the extent permitted by applicable law, the Procuring Party shall hold non-procuring party harmless from any liability that may arise from the acts or omissions of the Procuring Party.
9. WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, AXIA COOP LLC EXPRESSLY DISCLAIMS ALL EXPRESS OR IMPLIED REPRESENTATIONS AND WARRANTIES REGARDING ANY PRODUCT OR 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. FURTHER, THE PROCURING PARTY ACKNOWLEDGES AND AGREES THAT AXIA COOPERATIVE SHALL HAVE NO LIABILITY FOR ANY ACT OR OMISSION BY A SUPPLIER OR OTHER PARTY UNDER A MASTER AGREEMENT.
10. This Agreement shall remain in effect until termination by a party giving thirty (30) days' written notice to the other party. The provisions of Paragraphs 6 – 10 hereof shall survive any such termination.
11. This Agreement shall take effect upon (i) execution of the Lead Procurement Agency Certificate, or (ii) the registration on the Axia Cooperative website or the execution of this Agreement by a Participating Public Agency, as applicable.

AXIA COOP LLC EXHIBITS
EXHIBIT D – AXIA COOPERATIVE LEAD PROCUREMENT AGENCY
CERTIFICATE, EXAMPLE

LEAD PROCUREMENT AGENCY CERTIFICATE

In its capacity as a Lead Procurement Agency (as defined below) for Axia Coop LLC (“Axia Cooperative”), The City of Tucson agrees to pursue Master Agreements for Products as specified in the attached Exhibits to this Lead Procurement Agency Certificate.

I hereby acknowledge, in my capacity as Procurement Administrator of and on behalf of The City of Tucson (“Lead Procurement Agency”), that I have read and hereby agree to the general terms and conditions set forth in the attached Master Intergovernmental Cooperative Purchasing Agreement regulating the use of the Master Agreements and purchase of Products that from time to time are made available by Principal Procurement Agencies to Participating Public Agencies nationwide through Axia Cooperative.

I understand that the purchase of one or more Products under the provisions of the Master Intergovernmental Cooperative Purchasing Agreement is at the sole and complete discretion of the Participating Public Agency.

Authorized Signature, The City of Tucson

Signature

Name

Title

Date

EXAMPLE

AXIA COOP LLC EXHIBITS
EXHIBIT E – AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

COOPERATIVE CONTRACT SALES REPORTING TEMPLATE

AXIA COOP LLC EXHIBITS									
EXHIBIT _ - AXIA COOPERATIVE CONTRACT SALES REPORTING TEMPLATE									
(to be submitted <u>electronically</u> in Microsoft Excel format)									
Axia Cooperative Contract Sales Monthly Report									
Supplier Name:									
Contract Sales Report Month:									
Contract ID:									
Participating Agency Name	Address	City	State	Zip Code	Participating Agency # {Assigned by Axia Cooperative and provided to Supplier}	Transaction Date (Date of Sale)	Contract Sales for Month (\$)	Admin Fee %	Admin Fee \$
Report Totals									
Cumulative Contract Sales									

AXIA COOP LLC EXHIBITS
EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with Axia Cooperative and access the Master Agreement contract award made pursuant to this solicitation, and are hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

NATIONWIDE REQUIREMENTS

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

Lists of political subdivisions and local governments in the above referenced states / districts may be found at http://www.usa.gov/Agencies/State_and_Territories.shtml and <https://www.usa.gov/local-governments>.

*Some public agencies and political subdivisions of these states may be restricted by state statutes that limit competition among cooperative purchasing organizations by only allowing use of purchasing cooperatives sponsored by certain National Associations.

CERTAIN PUBLIC AGENCIES AND POLITICAL SUBDIVISIONS:

CITIES, TOWNS, VILLAGES AND BOROUGHS

INCLUDING BUT NOT LIMITED TO:

BAKER CITY GOLF COURSE, OR CITY OF ADAIR VILLAGE, OR CITY OF ASHLAND, OR CITY OF AUMSVILLE, OR CITY OF AURORA, OR CITY OF BAKER, OR CITY OF BATON ROUGE, LA CITY OF BEAVERTON, OR CITY OF BEND, OR CITY OF BOARDMAN, OR CITY OF BONANAZA, OR CITY OF BOSSIER CITY, LA CITY OF BROOKINGS, OR CITY OF BURNS, OR

CITY OF CANBY, OR CITY OF CANYONVILLE, OR CITY OF CLATSKANIE, OR CITY OF COBURG, OR CITY OF CONDON, OR CITY OF COQUILLE, OR CITY OF CORVALLI, OR CITY OF CORVALLIS PARKS AND RECREATION DEPARTMENT, OR CITY OF COTTAGE GROVE, OR CITY OF DONALD, OR CITY OF EUGENE, OR

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

CITY OF FOREST GROVE, OR CITY OF GOLD HILL,
OR CITY OF GRANTS PASS, OR CITY OF GRESHAM,
OR CITY OF HILLSBORO, OR
CITY OF INDEPENDENCE, OR
CITY AND COUNTY OF HONOLULU, HI CITY OF
KENNER, LA
CITY OF LA GRANDE, OR CITY OF LAFAYETTE, LA
CITY OF LAKE CHARLES, OR CITY OF LEBANON,
OR
CITY OF MCMINNVILLE, OR CITY OF MEDFORD,
OR CITY OF METAIRIE, LA CITY OF MILL CITY, OR
CITY OF MILWAUKIE, OR CITY OF MONROE, LA
CITY OF MOSIER, OR
CITY OF NEW ORLEANS, LA CITY OF NORTH
PLAINS, OR CITY OF OREGON CITY, OR CITY OF
PILOT ROCK, OR CITY OF PORTLAND, OR CITY OF
POWERS, OR
CITY OF PRINEVILLE, OR CITY OF REDMOND, OR
CITY OF REEDSPORT, OR CITY OF RIDDLE, OR
CITY OF ROGUE RIVER, OR CITY OF ROSEBURG,
OR CITY OF SALEM, OR
CITY OF SANDY, OR CITY OF SCAPPOOSE, OR
CITY OF SHADY COVE, OR CITY OF SHERWOOD,
OR CITY OF SHREVEPORT, LA CITY OF
SILVERTON, OR
CITY OF SPRINGFIELD, OR CITY OF ST. HELENS,
OR CITY OF ST. PAUL, OR CITY OF SULPHUR, LA
CITY OF TIGARD, OR
CITY OF TROUTDALE, OR CITY OF TUALATIN, OR
CITY OF WALKER, LA CITY OF WARRENTON, OR
CITY OF WEST LINN, OR CITY OF WILSONVILLE,
OR CITY OF WINSTON, OR CITY OF WOODBURN,
OR
LEAGUE OF OREGON CITIES
THE CITY OF HAPPY VALLEY OREGON ALPINE, UT
ALTA, UT ALTAMONT, UT ALTON, UT AMALGA,
UT
AMERICAN FORK CITY, UT ANNABELLA, UT
ANTIMONY, UT
APPLE VALLEY, UT AURORA, UT BALLARD, UT
BEAR RIVER CITY, UT BEAVER, UT BICKNELL, UT
BIG WATER, UT BLANDING, UT BLUFFDALE, UT
BOULDER, UT
CITY OF BOUNTIFUL, UT BRIAN HEAD, UT
BRIGHAM CITY CORPORATION, UT BRYCE
CANYON CITY, UT CANNONVILLE, UT
CASTLE DALE, UT CASTLE VALLEY, UT CITY OF
CEDAR CITY, UT CEDAR FORT, UT
CITY OF CEDAR HILLS, UT CENTERFIELD, UT
CENTERVILLE CITY CORPORATION, UT CENTRAL
VALLEY, UT
CHARLESTON, UT CIRCLEVILLE, UT CLARKSTON,
UT CLAWSON, UT CLEARFIELD, UT CLEVELAND,
UT
CLINTON CITY CORPORATION, UT COALVILLE, UT
CORINNE, UT CORNISH, UT
COTTONWOOD HEIGHTS, UT DANIEL, UT
DELTA, UT DEWEYVILLE, UT DRAPER CITY, UT
DUCHESNE, UT
EAGLE MOUNTAIN, UT EAST CARBON, UT ELK
RIDGE, UT

ELMO, UT ELSINORE, UT ELWOOD, UT EMERY, UT
ENOCH, UT ENTERPRISE, UT EPHRAIM, UT
ESCALANTE, UT EUREKA, UT FAIRFIELD, UT
FAIRVIEW, UT FARMINGTON, UT FARR WEST, UT
FAYETTE, UT FERRON, UT FIELDING, UT
FILLMORE, UT
FOUNTAIN GREEN, UT FRANCIS, UT
FRUIT HEIGHTS, UT GARDEN CITY, UT GARLAND,
UT GENOLA, UT GLENDALE, UT GLENWOOD, UT
GOSHEN, UT GRANTSVILLE, UT GREEN RIVER, UT
GUNNISON, UT HANKSVILLE, UT HARRISVILLE,
UT HATCH, UT
HEBER CITY CORPORATION, UT HELPER, UT
HENEFER, UT HENRIEVILLE, UT HERRIMAN, UT
HIDEOUT, UT HIGHLAND, UT HILDALE, UT
HINCKLEY, UT HOLDEN, UT HOLLADAY, UT
HONEYVILLE, UT HOOPER, UT HOWELL, UT
HUNTINGTON, UT HUNTSVILLE, UT
CITY OF HURRICANE, UT HYDE PARK, UT
HYRUM, UT INDEPENDENCE, UT IVINS, UT
JOSEPH, UT JUNCTION, UT KAMAS, UT KANAB, UT
KANARRAVILLE, UT KANOSH, UT KAYSVILLE, UT
KINGSTON, UT KOOSHAREM, UT LAKETOWN, UT
LA VERKIN, UT LAYTON, UT
LEAMINGTON, UT LEEDS, UT
LEHI CITY CORPORATION, UT LEVAN, UT
LEWISTON, UT LINDON, UT LOA, UT
LOGAN CITY, UT LYMAN, UT LYNNDYL, UT
MANILA, UT MANTI, UT MANTUA, UT MAPLETON,
UT
MARRIOTT-SLATERVILLE, UT MARYSVALE, UT
MAYFIELD, UT MEADOW, UT MENDON, UT
MIDVALE CITY INC., UT MIDWAY, UT
MILFORD, UT MILLVILLE, UT MINERSVILLE, UT
MOAB, UT
MONA, UT MONROE, UT
CITY OF MONTICELLO, UT MORGAN, UT
MORONI, UT
MOUNT PLEASANT, UT
MURRAY CITY CORPORATION, UT MYTON, UT
NAPLES, UT NEPHI, UT
NEW HARMONY, UT NEWTON, UT NIBLEY, UT
NORTH LOGAN, UT NORTH OGDEN, UT
NORTH SALT LAKE CITY, UT OAK CITY, UT
OAKLEY, UT
OGDEN CITY CORPORATION, UT OPHIR, UT
ORANGEVILLE, UT ORDERVILLE, UT OREM, UT
PANGUITCH, UT PARADISE, UT PARAGONAH, UT
PARK CITY, UT PAROWAN, UT PAYSON, UT
PERRY, UT
PLAIN CITY, UT
PLEASANT GROVE CITY, UT PLEASANT VIEW, UT
PLYMOUTH, UT
PORTAGE, UT PRICE, UT PROVIDENCE, UT PROVO,
UT RANDOLPH, UT REDMOND, UT
RICHFIELD, UT RICHMOND, UT RIVERDALE, UT
RIVER HEIGHTS, UT RIVERTON CITY, UT
ROCKVILLE, UT ROCKY RIDGE, UT
ROOSEVELT CITY CORPORATION, UT ROY, UT
RUSH VALLEY, UT
CITY OF ST. GEORGE, UT SALEM, UT
SALINA, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

SALT LAKE CITY CORPORATION, UT SANDY, UT
SANTA CLARA, UT SANTAQUIN, UT SARATOGA
SPRINGS, UT SCIPIO, UT
SCOFIELD, UT SIGURD, UT SMITHFIELD, UT
SNOWVILLE, UT
CITY OF SOUTH JORDAN, UT SOUTH OGDEN, UT
CITY OF SOUTH SALT LAKE, UT SOUTH WEBER,
UT
SPANISH FORK, UT SPRING CITY, UT SPRINGDALE,
UT SPRINGVILLE, UT STERLING, UT STOCKTON,
UT SUNNYSIDE, UT SUNSET CITY CORP, UT
SYRACUSE, UT TABIONA, UT
CITY OF TAYLORSVILLE, UT TOOEELE CITY
CORPORATION, UT TOQUERVILLE, UT
TORREY, UT TREMONTON CITY, UT TRENTON, UT
TROPIC, UT UINTAH, UT VERNAL CITY, UT
VERNON, UT VINEYARD, UT VIRGIN, UT WALES,
UT WALLSBURG, UT
WASHINGTON CITY, UT WASHINGTON TERRACE,
UT WELLINGTON, UT WELLSVILLE, UT
WENDOVER, UT
WEST BOUNTIFUL, UT WEST HAVEN, UT WEST
JORDAN, UT WEST POINT, UT
WEST VALLEY CITY, UT WILLARD, UT
WOODLAND HILLS, UT WOODRUFF, UT
WOODS CROSS, UT

COUNTIES AND PARISHES INCLUDING BUT NOT LIMITED TO:

ASCENSION PARISH, LA
ASCENSION PARISH, LA, CLEAR OF COURT
CADDO PARISH, LA
CALCASIEU PARISH, LA
CALCASIEU PARISH SHERIFF'S OFFICE, LA CITY
AND COUNTY OF HONOLULU, HI CLACKAMAS
COUNTY, OR
CLACKAMAS COUNTY DEPT OF
TRANSPORTATION, OR
CLATSOP COUNTY, OR COLUMBIA COUNTY, OR
COOS COUNTY, OR
COOS COUNTY HIGHWAY DEPARTMENT, OR
COUNTY OF HAWAII, OR
CROOK COUNTY, OR
CROOK COUNTY ROAD DEPARTMENT, OR CURRY
COUNTY, OR
DESCHUTES COUNTY, OR DOUGLAS COUNTY, OR
EAST BATON ROUGE PARISH, LA GILLIAM
COUNTY, OR
GRANT COUNTY, OR HARNEY COUNTY, OR
HARNEY COUNTY SHERIFFS OFFICE, OR HAWAII
COUNTY, HI
HOOD RIVER COUNTY, OR JACKSON COUNTY, OR
JEFFERSON COUNTY, OR JEFFERSON PARISH, LA
JOSEPHINE COUNTY GOVERNMENT, OR
LAFAYETTE CONSOLIDATED GOVERNMENT, LA
LAFAYETTE PARISH, LA
LAFAYETTE PARISH CONVENTION & VISITORS
COMMISSION
LAFORCHE PARISH, LA KAUAI COUNTY, HI
KLAMATH COUNTY, OR LAKE COUNTY, OR LANE
COUNTY, OR LINCOLN COUNTY, OR LINN

COUNTY, OR LIVINGSTON PARISH, LA MALHEUR
COUNTY, OR MAUI COUNTY, HI
MARION COUNTY, SALEM, OR MORROW COUNTY,
OR MULTNOMAH COUNTY, OR
MULTNOMAH COUNTY BUSINESS AND
COMMUNITY SERVICES, OR
MULTNOMAH COUNTY SHERIFFS OFFICE, OR
MULTNOMAH LAW LIBRARY, OR
ORLEANS PARISH, LA PLAQUEMINES PARISH, LA
POLK COUNTY, OR RAPIDES PARISH, LA
SAINT CHARLES PARISH, LA
SAINT CHARLES PARISH PUBLIC SCHOOLS, LA
SAINT LANDRY PARISH, LA
SAINT TAMMANY PARISH, LA SHERMAN COUNTY,
OR TERREBONNE PARISH, LA TILLAMOOK
COUNTY, OR
TILLAMOOK COUNTY SHERIFF'S OFFICE, OR
TILLAMOOK COUNTY GENERAL HOSPITAL, OR
UMATILLA COUNTY, OR
UNION COUNTY, OR WALLOWA COUNTY, OR
WASCO COUNTY, OR WASHINGTON COUNTY, OR
WEST BATON ROUGE PARISH, LA WHEELER
COUNTY, OR YAMHILL COUNTY, OR
COUNTY OF BOX ELDER, UT COUNTY OF CACHE,
UT COUNTY OF RICH, UT COUNTY OF WEBER, UT
COUNTY OF MORGAN, UT COUNTY OF DAVIS, UT
COUNTY OF SUMMIT, UT COUNTY OF DAGGETT,
UT COUNTY OF SALT LAKE, UT COUNTY OF
TOOELE, UT COUNTY OF UTAH, UT COUNTY OF
WASATCH, UT COUNTY OF DUCHESNE, UT
COUNTY OF UINTAH, UT COUNTY OF CARBON, UT
COUNTY OF SANPETE, UT COUNTY OF JUAB, UT
COUNTY OF MILLARD, UT COUNTY OF SEVIER, UT
COUNTY OF EMERY, UT COUNTY OF GRAND, UT
COUNTY OF BEVER, UT COUNTY OF PIUTE, UT
COUNTY OF WAYNE, UT COUNTY OF SAN JUAN,
UT COUNTY OF GARFIELD, UT COUNTY OF KANE,
UT COUNTY OF IRON, UT COUNTY OF
WASHINGTON, UT

OTHER AGENCIES INCLUDING ASSOCIATIONS, BOARDS, DISTRICTS, COMMISSIONS, COUNCILS, PUBLIC CORPORATIONS, PUBLIC DEVELOPMENT AUTHORITIES, RESERVATIONS AND UTILITIES INCLUDING BUT NOT LIMITED TO:

BANKS FIRE DISTRICT, OR
BATON ROUGE WATER COMPANY
BEND METRO PARK AND RECREATION DISTRICT
BIENVILLE PARISH FIRE PROTECTION DISTRICT 6,
LA
BOARDMAN PARK AND RECREATION DISTRICT
CENTRAL CITY ECONOMIC OPPORTUNITY CORP,
LA CENTRAL OREGON INTERGOVERNMENTAL
COUNCIL
CITY OF BOGALUSA SCHOOL BOARD, LA
CLACKAMAS RIVER WATER
CLATSKANIE PEOPLE'S UTILITY DISTRICT CLEAN
WATER SERVICES
CONFEDERATED TRIBES OF THE UMATILLA
INDIAN RESERVATION

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

COOS FOREST PROTECTIVE ASSOCIATION
CHEHALEM PARK AND RECREATION DISTRICT
DAVID CROCKETT STEAM FIRE COMPANY #1, LA
EUGENE WATER AND ELECTRIC BOARD
HONOLULU INTERNATIONAL AIRPORT
HOODLAND FIRE DISTRICT #74 HOUSING
AUTHORITY OF PORTLAND ILLINOIS VALLEY
FIRE DISTRICT LAFAYETTE AIRPORT
COMMISSION, LA
LAFOURCHE PARISH HEALTH UNIT – DHH-OPH
REGION 3
LOUISIANA PUBLIC SERVICE COMMISSION, LA
LOUISIANA WATER WORKS
MEDFORD WATER COMMISSION MELHEUR
COUNTY JAIL, OR METRO REGIONAL
GOVERNMENT METRO REGIONAL PARKS
METROPOLITAN EXPOSITION RECREATION
COMMISSION
METROPOLITAN SERVICE DISTRICT (METRO)
MULTNOMAH EDUCATION SERVICE DISTRICT
NEW ORLEANS REDEVELOPMENT AUTHORITY, LA
NORTHEAST OREGON HOUSING AUTHORITY, OR
PORT OF BRANDON, OR
PORT OF MORGAN CITY, LA
PORTLAND DEVELOPMENT COMMISSION, OR
PORTLAND FIRE AND RESCUE
PORTLAND HOUSING CENTER, OR OREGON
COAST COMMUNITY ACTION
OREGON HOUSING AND COMMUNITY SERVICES
OREGON LEGISLATIVE ADMINISTRATION ROGUE
VALLEY SEWER, OR
SAINT LANDRY PARISH TOURIST COMMISSION
SAINT MARY PARISH REC DISTRICT 2
SAINT MARY PARISH REC DISTRICT 3 SAINT
TAMMANY FIRE DISTRICT 4, LA SALEM MASS
TRANSIT DISTRICT
SEWERAGE AND WATER BOARD OF NEW
ORLEANS, LA
SOUTH LAFOURCHE LEVEE DISTRICT, LA
TRI-COUNTY METROPOLITAN TRANSPORTATION
DISTRICT OF OREGON
TUALATIN HILLS PARK & RECREATION DISTRICT
TUALATIN VALLEY FIRE & RESCUE
TUALATIN VALLEY WATER DISTRICT
WILLAMALANE PARK AND RECREATION
DISTRICT WILLAMETTE HUMANE SOCIETY

K-12 INCLUDING BUT NOT LIMITED TO:

ACADIA PARISH SCHOOL BOARD BEAVERTON
SCHOOL DISTRICT
BEND-LA PINE SCHOOL DISTRICT BOGALUSA
HIGH SCHOOL, LA BOSSIER PARISH SCHOOL
BOARD
BROOKING HARBOR SCHOOL DISTRICT CADDO
PARISH SCHOOL DISTRICT CALCASIEU PARISH
SCHOOL DISTRICT CANBY SCHOOL DISTRICT
CANYONVILLE CHRISTIAN ACADEMY CASCADE
SCHOOL DISTRICT
CASCADES ACADEMY OF CENTRAL OREGON
CENTENNIAL SCHOOL DISTRICT

CENTRAL CATHOLIC HIGH SCHOOL CENTRAL
POINT SCHOOL DISTRICT NO.6 CENTRAL SCHOOL
DISTRICT 13J
COOS BAY SCHOOL DISTRICT NO.9 CORVALLIS
SCHOOL DISTRICT 509J COUNTY OF YAMHILL
SCHOOL DISTRICT 29 CULVER SCHOOL DISTRICT
DALLAS SCHOOL DISTRICT NO.2 DAVID DOUGLAS
SCHOOL DISTRICT DAYTON SCHOOL DISTRICT
NO.8 DE LA SALLE N CATHOLIC HS
DESCHUTES COUNTY SCHOOL DISTRICT NO.6
DOUGLAS EDUCATIONAL DISTRICT SERVICE
DUFUR SCHOOL DISTRICT NO.29
EAST BATON ROUGE PARISH SCHOOL DISTRICT
ESTACADA SCHOOL DISTRICT NO.10B
FOREST GROVE SCHOOL DISTRICT GEORGE
MIDDLE SCHOOL GLADSTONE SCHOOL DISTRICT
GRANTS PASS SCHOOL DISTRICT 7
GREATER ALBANY PUBLIC SCHOOL DISTRICT
GRESHAM BARLOW JOINT SCHOOL DISTRICT
HEAD START OF LANE COUNTY
HIGH DESERT EDUCATION SERVICE DISTRICT
HILLSBORO SCHOOL DISTRICT
HOOD RIVER COUNTY SCHOOL DISTRICT
JACKSON CO SCHOOL DIST NO.9
JEFFERSON COUNTY SCHOOL DISTRICT 509-J
JEFFERSON PARISH SCHOOL DISTRICT JEFFERSON
SCHOOL DISTRICT
JUNCTION CITY SCHOOLS, OR KLAMATH COUNTY
SCHOOL DISTRICT KLAMATH FALLS CITY
SCHOOLS LAFAYETTE PARISH SCHOOL DISTRICT
LAKE OSWEGO SCHOOL DISTRICT 7J LANE
COUNTY SCHOOL DISTRICT 4J LINCOLN COUNTY
SCHOOL DISTRICT LINN CO. SCHOOL DIST. 95C
LIVINGSTON PARISH SCHOOL DISTRICT LOST
RIVER JR/SR HIGH SCHOOL LOWELL SCHOOL
DISTRICT NO.71 MARION COUNTY SCHOOL
DISTRICT MARION COUNTY SCHOOL DISTRICT 103
MARIST HIGH SCHOOL, OR MCMINNVILLE
SCHOOL DISTRICT NOAO MEDFORD SCHOOL
DISTRICT 549C MITCH CHARTER SCHOOL
MONROE SCHOOL DISTRICT NO.1J MORROW
COUNTY SCHOOL DIST, OR
MULTNOMAH EDUCATION SERVICE DISTRICT
MULTISENSORY LEARNING ACADEMY MYRTLE
PINT SCHOOL DISTRICT 41
NEAH-KAH-NIE DISTRICT NO.56 NEWBERG PUBLIC
SCHOOLS
NESTUCCA VALLEY SCHOOL DISTRICT NO.101
NOBEL LEARNING COMMUNITIES
NORTH BEND SCHOOL DISTRICT 13 NORTH
CLACKAMAS SCHOOL DISTRICT NORTH
DOUGLAS SCHOOL DISTRICT NORTH WASCO CITY
SCHOOL DISTRICT 21
NORTHWEST REGIONAL EDUCATION SERVICE
DISTRICT
ONTARIO MIDDLE SCHOOL
OREGON TRAIL SCHOOL DISTRICT NOA6
ORLEANS PARISH SCHOOL DISTRICT PHOENIX-
TALENT SCHOOL DISTRICT NOA PLEASANT HILL
SCHOOL DISTRICT PORTLAND JEWISH ACADEMY

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

PORTLAND PUBLIC SCHOOLS RAPIDES PARISH SCHOOL DISTRICT REDMOND SCHOOL DISTRICT REYNOLDS SCHOOL DISTRICT ROGUE RIVER SCHOOL DISTRICT ROSEBURG PUBLIC SCHOOLS SCAPPOOSE SCHOOL DISTRICT 1J SAINT TAMMANY PARISH SCHOOL BOARD, LA SEASIDE SCHOOL DISTRICT 10 SHERWOOD SCHOOL DISTRICT 88J SILVER FALLS SCHOOL DISTRICT 4J SOUTH LANE SCHOOL DISTRICT 45J3 SOUTHERN OREGON EDUCATION SERVICE DISTRICT SPRINGFIELD PUBLIC SCHOOLS SUTHERLIN SCHOOL DISTRICT SWEET HOME SCHOOL DISTRICT NO.55 TERREBONNE PARISH SCHOOL DISTRICT THE CATLIN GABEL SCHOOL TIGARD-TUALATIN SCHOOL DISTRICT UMATILLA MORROW ESD WEST LINN WILSONVILLE SCHOOL DISTRICT WILLAMETTE EDUCATION SERVICE DISTRICT WOODBURN SCHOOL DISTRICT YONCALLA SCHOOL DISTRICT ACADEMY FOR MATH ENGINEERING & SCIENCE (AMES), UT ALIANZA ACADEMY, UT ALPINE DISTRICT, UT AMERICAN LEADERSHIP ACADEMY, UT AMERICAN PREPARATORY ACADEMY, UT BAER CANYON HIGH SCHOOL FOR SPORTS & MEDICAL SCIENCES, UT BEAR RIVER CHARTER SCHOOL, UT BEAVER SCHOOL DISTRICT, UT BEEHIVE SCIENCE & TECHNOLOGY ACADEMY (BSTA), UT BOX ELDER SCHOOL DISTRICT, UT CBA CENTER, UT CACHE SCHOOL DISTRICT, UT CANYON RIM ACADEMY, UT CANYONS DISTRICT, UT CARBON SCHOOL DISTRICT, UT CHANNING HALL, UT CHARTER SCHOOL LEWIS ACADEMY, UT CITY ACADEMY, UT DAGGETT SCHOOL DISTRICT, UT DAVINCI ACADEMY, UT DAVIS DISTRICT, UT DUAL IMMERSION ACADEMY, UT DUCHESNE SCHOOL DISTRICT, UT EARLY LIGHT ACADEMY AT DAYBREAK, UT EAST HOLLYWOOD HIGH, UT EDITH BOWEN LABORATORY SCHOOL, UT EMERSON ALCOTT ACADEMY, UT EMERY SCHOOL DISTRICT, UT ENTHEOS ACADEMY, UT EXCELSIOR ACADEMY, UT FAST FORWARD HIGH, UT FREEDOM ACADEMY, UT GARFIELD SCHOOL DISTRICT, UT GATEWAY PREPARATORY ACADEMY, UT GEORGE WASHINGTON ACADEMY, UT GOOD FOUNDATION ACADEMY, UT GRAND SCHOOL DISTRICT, UT GRANITE DISTRICT, UT GUADALUPE SCHOOL, UT HAWTHORN ACADEMY, UT INTECH COLLEGIATE HIGH SCHOOL, UT

IRON SCHOOL DISTRICT, UT ITINERIS EARLY COLLEGE HIGH, UT JOHN HANCOCK CHARTER SCHOOL, UT JORDAN DISTRICT, UT JUAB SCHOOL DISTRICT, UT KANE SCHOOL DISTRICT, UT KARL G MAESER PREPARATORY ACADEMY, UT LAKEVIEW ACADEMY, UT LEGACY PREPARATORY ACADEMY, UT LIBERTY ACADEMY, UT LINCOLN ACADEMY, UT LOGAN SCHOOL DISTRICT, UT MARIA MONTESSORI ACADEMY, UT MERIT COLLEGE PREPARATORY ACADEMY, UT MILLARD SCHOOL DISTRICT, UT MOAB CHARTER SCHOOL, UT MONTICELLO ACADEMY, UT MORGAN SCHOOL DISTRICT, UT MOUNTAINVILLE ACADEMY, UT MURRAY SCHOOL DISTRICT, UT NAVIGATOR POINTE ACADEMY, UT NEBO SCHOOL DISTRICT, UT NO UT ACAD FOR MATH ENGINEERING & SCIENCE (NUAMES), UT NOAH WEBSTER ACADEMY, UT NORTH DAVIS PREPARATORY ACADEMY, UT NORTH SANPETE SCHOOL DISTRICT, UT NORTH STAR ACADEMY, UT NORTH SUMMIT SCHOOL DISTRICT, UT ODYSSEY CHARTER SCHOOL, UT OGDEN PREPARATORY ACADEMY, UT OGDEN SCHOOL DISTRICT, UT OPEN CLASSROOM, UT OPEN HIGH SCHOOL OF UTAH, UT OQUIRRH MOUNTAIN CHARTER SCHOOL, UT PARADIGM HIGH SCHOOL, UT PARK CITY SCHOOL DISTRICT, UT PINNACLE CANYON ACADEMY, UT PIUTE SCHOOL DISTRICT, UT PROVIDENCE HALL, UT PROVO SCHOOL DISTRICT, UT QUAIL RUN PRIMARY SCHOOL, UT QUEST ACADEMY, UT RANCHES ACADEMY, UT REAGAN ACADEMY, UT RENAISSANCE ACADEMY, UT RICH SCHOOL DISTRICT, UT ROCKWELL CHARTER HIGH SCHOOL, UT SALT LAKE ARTS ACADEMY, UT SALT LAKE CENTER FOR SCIENCE EDUCATION, UT SALT LAKE SCHOOL DISTRICT, UT SALT LAKE SCHOOL FOR THE PERFORMING ARTS, UT SAN JUAN SCHOOL DISTRICT, UT SEVIER SCHOOL DISTRICT, UT SOLDIER HOLLOW CHARTER SCHOOL, UT SOUTH SANPETE SCHOOL DISTRICT, UT SOUTH SUMMIT SCHOOL DISTRICT, UT SPECTRUM ACADEMY, UT SUCCESS ACADEMY, UT SUCCESS SCHOOL, UT SUMMIT ACADEMY, UT SUMMIT ACADEMY HIGH SCHOOL, UT SYRACUSE ARTS ACADEMY, UT THOMAS EDISON - NORTH, UT TIMPANOGOS ACADEMY, UT TINTIC SCHOOL DISTRICT, UT TOOELE SCHOOL DISTRICT, UT TUACAHN HIGH SCHOOL FOR THE PERFORMING ARTS, UT

AXIA COOP LLC EXHIBITS

EXHIBIT F -- AXIA COOPERATIVE ADVERTISING COMPLIANCE REQUIREMENT

UINTAH RIVER HIGH , UT UINTAH SCHOOL DISTRICT , UT
UTAH CONNECTIONS ACADEMY , UT
UTAH COUNTY ACADEMY OF SCIENCE , UT
UTAH ELECTRONIC HIGH SCHOOL , UT
UTAH SCHOOLS FOR DEAF & BLIND , UT
UTAH STATE OFFICE OF EDUCATION , UT
UTAH VIRTUAL ACADEMY , UT
VENTURE ACADEMY , UT
VISTA AT ENTRADA SCHOOL OF PERFORMING ARTS AND TECHNOLOGY , UT
WALDEN SCHOOL OF LIBERAL ARTS , UT
WASATCH PEAK ACADEMY , UT
WASATCH SCHOOL DISTRICT , UT
WASHINGTON SCHOOL DISTRICT , UT
WAYNE SCHOOL DISTRICT , UT
WEBER SCHOOL DISTRICT , UT
WEILENMANN SCHOOL OF DISCOVERY , UT

HIGHER EDUCATION

ARGOSY UNIVERSITY
BATON ROUGE COMMUNITY COLLEGE, LA
BIRTHINGWAY COLLEGE OF MIDWIFERY BLUE MOUNTAIN COMMUNITY COLLEGE BRIGHAM YOUNG UNIVERSITY - HAWAII
CENTRAL OREGON COMMUNITY COLLEGE CENTENARY COLLEGE OF LOUISIANA CHEMEKETA COMMUNITY COLLEGE CLACKAMAS COMMUNITY COLLEGE COLLEGE OF THE MARSHALL ISLANDS COLUMBIA GORGE COMMUNITY COLLEGE CONCORDIA UNIVERSITY GEORGE FOX UNIVERSITY
KLAMATH COMMUNITY COLLEGE DISTRICT LANE COMMUNITY COLLEGE
LEWIS AND CLARK COLLEGE LINFIELD COLLEGE LINN-BENTON COMMUNITY COLLEGE LOUISIANA COLLEGE, LA
LOUISIANA STATE UNIVERSITY
LOUISIANA STATE UNIVERSITY HEALTH SERVICES MARYLHURST UNIVERSITY
MT. HOOD COMMUNITY COLLEGE MULTNOMAH BIBLE COLLEGE
NATIONAL COLLEGE OF NATURAL MEDICINE
NORTHWEST CHRISTIAN COLLEGE
OREGON HEALTH AND SCIENCE UNIVERSITY
OREGON INSTITUTE OF TECHNOLOGY OREGON STATE UNIVERSITY
OREGON UNIVERSITY SYSTEM PACIFIC UNIVERSITY
PIONEER PACIFIC COLLEGE PORTLAND COMMUNITY COLLEGE PORTLAND STATE UNIVERSITY REED COLLEGE
RESEARCH CORPORATION OF THE UNIVERSITY OF HAWAII
ROGUE COMMUNITY COLLEGE SOUTHEASTERN LOUISIANA UNIVERSITY
SOUTHERN OREGON UNIVERSITY (OREGON UNIVERSITY SYSTEM)
SOUTHWESTERN OREGON COMMUNITY COLLEGE TULANE UNIVERSITY
TILLAMOOK BAY COMMUNITY COLLEGE
UMPQUA COMMUNITY COLLEGE UNIVERSITY OF HAWAII BOARD OF REGENTS
UNIVERSITY OF HAWAII-HONOLULU COMMUNITY COLLEGE

UNIVERSITY OF OREGON-GRADUATE SCHOOL
UNIVERSITY OF PORTLAND
UNIVERSITY OF NEW ORLEANS WESTERN OREGON UNIVERSITY
WESTERN STATES CHIROPRACTIC COLLEGE
WILLAMETTE UNIVERSITY
XAVIER UNIVERSITY
UTAH SYSTEM OF HIGHER EDUCATION, UT
UNIVERSITY OF UTAH, UT
UTAH STATE UNIVERSITY, UT
WEBER STATE UNIVERSITY, UT
SOUTHERN UTAH UNIVERSITY, UT
SNOW COLLEGE, UT
DIXIE STATE COLLEGE, UT
COLLEGE OF EASTERN UTAH, UT
UTAH VALLEY UNIVERSITY, UT
SALT LAKE COMMUNITY COLLEGE, UT
UTAH COLLEGE OF APPLIED TECHNOLOGY, UT

STATE AGENCIES

ADMIN. SERVICES OFFICE BOARD OF MEDICAL EXAMINERS
HAWAII CHILD SUPPORT ENFORCEMENT AGENCY
HAWAII DEPARTMENT OF TRANSPORTATION
HAWAII HEALTH SYSTEMS CORPORATION OFFICE OF MEDICAL ASSISTANCE PROGRAMS OFFICE OF THE STATE TREASURER
OREGON BOARD OF ARCHITECTS
OREGON CHILD DEVELOPMENT COALITION
OREGON DEPARTMENT OF EDUCATION
OREGON DEPARTMENT OF FORESTRY
OREGON DEPT OF TRANSPORTATION
OREGON DEPT. OF EDUCATION
OREGON LOTTERY
OREGON OFFICE OF ENERGY
OREGON STATE BOARD OF NURSING
OREGON STATE DEPT OF CORRECTIONS
OREGON STATE POLICE
OREGON TOURISM COMMISSION
OREGON TRAVEL INFORMATION COUNCIL
SANTIAM CANYON COMMUNICATION CENTER
SEIU LOCAL 503, OPEU
SOH- JUDICIARY CONTRACTS AND PURCH STATE DEPARTMENT OF DEFENSE, STATE OF HAWAII
STATE OF HAWAII
STATE OF HAWAII, DEPT. OF EDUCATION
STATE OF LOUISIANA
STATE OF LOUISIANA DEPT. OF EDUCATION
STATE OF LOUISIANA, 26TH JUDICIAL DISTRICT ATTORNEY
STATE OF UTAH

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

FEDERAL FUNDS CERTIFICATIONS

ADDENDUM FOR AGREEMENT FUNDED BY U.S. FEDERAL GRANT

TO WHOM IT MAY CONCERN:

Participating Agencies may elect to use federal funds to purchase under the Master Agreement. This form should be completed and returned with proposal.

The following certifications and provisions may be required and apply when a Participating Agency expends federal funds for any purchase resulting from this procurement process. Pursuant to 2 C.F.R. § 200.326, all contracts, including small purchases, awarded by the Participating Agency and the Participating Agency’s subcontractors shall contain the procurement provisions of Appendix II to Part 200, as applicable.

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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

- 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**

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

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

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

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

AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS

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

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING
FEDERAL FUNDS**

When federal funds are expended by Participating Agency 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 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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

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 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

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

**AXIA COOP LLC EXHIBITS
EXHIBIT G – FEDERAL FUNDS CERTIFICATIONS**

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.

Offeror's Name

Address, City, State, and Zip Code

Phone Number

Fax

Printed Name and Title of Authorized Representative

Email Address

Signature of Authorized Representative

Date

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE

New Jersey Business Compliance

Suppliers intending to do business in the State of New Jersey must comply with policies and procedures required under New Jersey statutes. All offerors submitting proposals must complete the following forms specific to the State of New Jersey. Completed forms should be submitted with the offeror's response to the RFP. Failure to complete the New Jersey packet will impact Axia Cooperative's ability to promote the Master Agreement in the State of New Jersey.

DOC #1	Ownership Disclosure Form
DOC #2	Non-Collusion Affidavit
DOC #3	Affirmative Action Affidavit
DOC #4	Political Contribution Disclosure Form
DOC #5	Stockholder Disclosure Certification
DOC #6	Certification of Non-Involvement in Prohibited Activities in Iran
DOC #7	New Jersey Business Registration Certificate
DOC #8	EEOAA Evidence
DOC #9	MacBride Principals Form

New Jersey suppliers are required to comply with the following New Jersey statutes when applicable:

- all anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38;
- Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act;
- Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26; and
- Bid and Performance Security, as required by the applicable municipal or state statutes.

AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE

DOC #1 - STATEMENT OF OWNERSHIP DISCLOSURE

N.J.S.A. 52:25 24.2 (P.L. 1977, c.33, as amended by P.L. 2016, c.43)

This statement shall be completed, certified to, and included with all bid and proposal submissions. Failure to submit the required information is cause for automatic rejection of the bid or proposal.

Name of Organization

Organization Address

PART I

CHECK THE BOX THAT REPRESENTS THE TYPE OF BUSINESS ORGANIZATION:

- Sole Proprietorship (skip Parts II and III, execute certification in Part IV)
- Non-Profit Corporation (skip Parts II and III, execute certification in Part IV)
- For-Profit Corporation (any type) Limited Liability Company (LLC)
- Partnership Limited Partnership Limited Liability Partnership (LLP)
- Other (be specific): _____

PART II

- The list below contains the names and addresses of all stockholders in the corporation who own 10 percent or more of its stock, of any class, or of all individual partners in the partnership who own a 10 percent or greater interest therein, or of all members in the limited liability company who own a 10 percent or greater interest therein, as the case may be.
(COMPLETE THE LIST BELOW IN THIS SECTION)

OR

- No one stockholder in the corporation owns 10 percent or more of its stock, of any class, or no individual partner in the partnership owns a 10 percent or greater interest therein, or no member in the limited liability company owns a 10 percent or greater interest therein, as the case may be. **(SKIP TO PART IV)**

(Please attach additional sheets if more space is needed):

Name of Individual or Business Entity	Home Address (for Individuals) or Business Address

**AXIA COOP LLC EXHIBITS
EXHIBIT H – NEW JERSEY BUSINESS COMPLIANCE**

PART III

**DISCLOSURE OF 10% OR GREATER OWNERSHIP IN THE STOCKHOLDERS,
PARTNERS OR LLC MEMBERS LISTED IN PART II**

If a bidder has a direct or indirect parent entity which is publicly traded, and any person holds a 10 percent or greater beneficial interest in the publicly traded parent entity as of the last annual federal Security and Exchange Commission (SEC) or foreign equivalent filing, ownership disclosure can be met by providing links to the website(s) containing the last annual filing(s) with the federal Securities and Exchange Commission (or foreign equivalent) that contain the name and address of each person holding a 10% or greater beneficial interest in the publicly traded parent entity, along with the relevant page numbers of the filing(s) that contain the information on each such person. Attach additional sheets if more space is needed.

Website (URL) containing the last annual SEC (or foreign equivalent) filing	Page #'s

Please list the names and addresses of each stockholder, partner or member owning a 10 percent or greater interest in any corresponding corporation, partnership and/or limited liability company (LLC) listed in Part II **other than for any publicly traded parent entities referenced above.** The disclosure shall be continued until names and addresses of every noncorporate stockholder, and individual partner, and member exceeding the 10 percent ownership criteria established pursuant to N.J.S.A. 52:25-24.2 has been listed. **Attach additional sheets if more space is needed.**

Stockholder/Partner/Member and Corresponding Entity Listed in Part II	Home Address (for Individuals) or Business Address

**AXIA COOP LLC EXHIBITS
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**PART IV
CERTIFICATION**

I, being duly sworn upon my oath, hereby represent that the foregoing information and any attachments thereto to the best of my knowledge are true and complete. I acknowledge: that I am authorized to execute this certification on behalf of the bidder/proposer; that the [name of contracting unit] is relying on the information contained herein and that I am under a continuing obligation from the date of this certification through the completion of any contracts with [type of contracting unit] to notify the [type of contracting unit] in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification, and if I do so, I am subject to criminal prosecution under the law and that it will constitute a material breach of my agreement(s) with the, permitting the [type of contracting unit] to declare any contract(s) resulting from this certification void and unenforceable.

Full Name (Print):		Title:	
Signature:		Date:	

**AXIA COOP LLC EXHIBITS
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DOC #2 – NON-COLLUSION AFFIDAVIT

STANDARD BID DOCUMENT REFERENCE	
	Reference: VII-H
Name of Form:	NON-COLLUSION AFFIDAVIT
Statutory Reference:	No specific statutory reference State Statutory Reference N.J.S.A. 52:34-15
Instructions Reference:	Statutory and Other Requirements VII-H
Description:	The Owner’s use of this form is optional. It is used to ensure that the bidder has not participated in any collusion with any other bidder or Owner representative or otherwise taken any action in restraint of free and competitive bidding.

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NON-COLLUSION AFFIDAVIT

State of New Jersey

County of _____

SS:

I, _____ residing in _____
(name of affiant) (name of municipality)
in the County of _____ and State of _____ of full
age, being duly sworn according to law on my oath depose and say that:

I am _____ of the firm of _____
(title or position) (name of firm)

_____ the bidder making this Proposal for the bid

entitled _____, and that I executed the said proposal with
(title of bid proposal)

full authority to do so that said bidder has not, directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above named project; and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the _____
_____ relies upon the truth of the statements contained in said Proposal
(name of contracting unit)

and in the statements contained in this affidavit in awarding the contract for the said project.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by _____.

Subscribed and sworn to

before me this day

Signature

_____, 20__

(Type or print name of affiant under signature)

Notary public of

My Commission expires _____

(Seal)

AXIA COOP LLC EXHIBITS
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DOC #3 – AFFIRMATIVE ACTION AFFIDAVIT

(P.L. 1975, C.127)

Name of Organization

Street

City, State, Zip Code

PROPOSAL CERTIFICATION

Indicate below company's compliance with New Jersey Affirmative Action regulations. Company's proposal will be accepted even if company is not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

REQUIRED AFFIRMATIVE ACTION EVIDENCE:

Procurement, Professional & Service Contracts **(Exhibit A)**

Vendors must submit with proposal:

1. A photocopy of a valid letter that the contractor is operating under an existing Federally approved or sanctioned affirmative action program (good for one year from the date of the letter);

OR

2. A photocopy of a Certificate of Employee Information Report approval, issued in accordance with N.J.A.C. 17:27-4;

OR

3. A photocopy of an Employee Information Report (Form AA302) provided by the Division of Contract Compliance and Equal Employment Opportunity in Public Contracts and distributed to the public agency to be completed by the contractor in accordance with N.J.A.C. 17:27-4.

PUBLIC WORK – OVER \$50,000 TOTAL PROJECT COST:

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201. A project contract ID number will be assigned to your firm upon receipt of the completed Initial Project Workforce Report (AA201) for this contract.
- B. Approved Federal or New Jersey Plan – certificate enclosed

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

Date

Authorized Signature and Title

AXIA COOP LLC EXHIBITS
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P.L. 1995, C. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. 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 applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of its testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

AXIA COOP LLC EXHIBITS
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DOC #4 – C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

PUBLIC AGENCY INSTRUCTIONS

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. It is not intended to be provided to contractors. What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). Please refer back to these instructions for the appropriate links, as the Local Finance Notices include links that are no longer operational.

1. The disclosure is required for all contracts in excess of \$17,500 that are not awarded pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. The form is worded to accept this alternate submission. The text should be amended if electronic submission will not be allowed.
3. The submission must be received from the contractor and on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at <http://www.nj.gov/dca/divisions/dlgs/programs/lpcl.html#12>. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms should edit them to properly reflect the correct legislative district(s). As the forms are county-based, they list all legislative districts in each county. Districts that do not represent the public agency should be removed from the lists.
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of

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paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.

- f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract (See Local Finance Notice 2006-7 for additional information on this obligation at http://www.nj.gov/dca/divisions/dlgs/resources/lfns_2006.html). A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. NOTE: This section is not applicable to Boards of Education.

CONTRACTOR INSTRUCTIONS

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county

The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs).

When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure.

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Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report.

The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement.

The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act.

The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law. **NOTE: This section does not apply to Board of Education contracts.**

* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

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**LIST OF AGENCIES WITH ELECTED OFFICIALS REQUIRED FOR POLITICAL
CONTRIBUTION DISCLOSURE – N.J.S.A. 19:44A-20.26**

County Name

State: Governor, and Legislative Leadership Committees

Legislative District #s: *(State Senator and two members of the General Assembly per district)*

County Freeholders

County Clerk

County Sherriff

County Executive

Surrogate

Municipalities (Mayor and members of governing body, regardless of title)

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD FROM THE PAY
TO PLAY SECTION OF THE DLGS WEBSITE A COUNTY-BASED, CUSTOMIZABLE
FORM.**

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DOC #5 – STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of the organization:

- Partnership Limited Liability Partnership Sole Proprietorship
 Limited Partnership Limited Liability Company Corporation
 Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:
Name:	Name:
Home Address:	Home Address:

Subscribed and sworn before me this ___ day of _____, 2__.

(Notary Public)

My Commission expires:

(Affiant)

(Print name & title of affiant)

(Corporate Seal)

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DOC #6 – CERTIFICATION OF NON-INVOLVEMENT IN PROHIBITED ACTIVITIES
IN IRAN

Pursuant to N.J.S.A. 52:32-58, Offerors must certify that neither the Offeror, nor any of its parents, subsidiaries, and/or affiliates (as defined in N.J.S.A. 52:32 – 56(e) (3)), is listed on the Department of the Treasury’s List of Persons or Entities Engaging in Prohibited Investment Activities in Iran and that neither is involved in any of the investment activities set forth in N.J.S.A. 52:32 – 56(f).

Offerors wishing to do business in New Jersey through this contract must fill out the Certification of Non-Involvement in Prohibited Activities in Iran here:

http://www.state.nj.us/humanservices/dfd/info/standard/fdc/disclosure_investmentact.pdf.

Offerors should submit the above form completed with their proposal.

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DOC #7 – NEW JERSEY BUSINESS REGISTRATION CERTIFICATE
(N.J.S.A. 52:32-44)

Offerors wishing to do business in New Jersey must submit their State Division of Revenue issued Business Registration Certificate with their proposal here. Failure to do so will disqualify the Offeror from offering products or services in New Jersey through any resulting contract.

<https://www.njportal.com/DOR/BusinessRegistration/>

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DOC #8 – EEOAA EVIDENCE

Equal Employment Opportunity/Affirmative Action
Goods, Professional Services & General Service Projects

Vendors are required to submit evidence of compliance with N.J.S.A. 10:5-31 et seq. and N.J.A.C. 17:27 in order to be considered a responsible vendor.

One of the following must be included with submission:

- Copy of Letter of Federal Approval
- Certificate of Employee Information Report
- Fully Executed Form AA302
- Fully Executed EEO-1 Report

See the guidelines at:

https://www.state.nj.us/treasury/contract_compliance/documents/pdf/guidelines/pa.pdf for further information.

I certify that my bid package includes the required evidence per the above list and State website.

Signature

Printed Name and Title

Date

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DOC #9 – MACBRIDE-PRINCIPLES FORM



STATE OF NEW JERSEY DEPARTMENT OF THE TREASURY
DIVISION OF PURCHASE AND PROPERTY
33 WEST STATE STREET, P.O. BOX 230
TRENTON, NEW JERSEY 08625-0230

Bid Solicitation #: _____

Vendor / Bidder: _____

**VENDOR'S/BIDDER'S REQUIREMENT TO PROVIDE A CERTIFICATION IN
COMPLIANCE WITH THE MACBRIDE PRINCIPALS AND NORTHERN IRELAND
ACT OF 1989**

Pursuant to Public Law 1995, c. 134, a responsible Vendor/Bidder selected, after public bidding, by the Director of the Division of Purchase and Property, pursuant to N.J.S.A. 52:34-12, must complete the certification below by checking one of the two options listed below and signing where indicated. If a Vendor/Bidder that would otherwise be awarded a purchase, contract or agreement does not complete the certification, then the Director may determine, in accordance with applicable law and rules, that it is in the best interest of the State to award the purchase, contract or agreement to another Vendor/Bidder that has completed the certification and has submitted a bid within five (5) percent of the most advantageous bid. If the Director finds contractors to be in violation of the principals that are the subject of this law, he/she shall take such action as may be appropriate and provided by law, rule or contract, including but not limited to, imposing sanctions, seeking compliance, recovering damages, declaring the party in default and seeking debarment or suspension of the party.

I, the undersigned, on behalf the Vendor/Bidder, certify pursuant to N.J.S.A. 52:34-12.2 that:

Check the appropriate box:

The Vendor/Bidder has no business operations in Northern Ireland;

OR

The Vendor/Bidder will take lawful steps in good faith to conduct any business operations it has in Northern Ireland in accordance with the MacBride principals of nondiscrimination in employment as set forth in section 2 of P.L. 1987, c. 177 (N.J.S.A. 52:18A-89.5) and in conformance with the United Kingdom's Fair Employment (Northern Ireland) Act of 1989, and permit independent monitoring of its compliance with those principals.

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CERTIFICATION

I, the undersigned, certify that I am authorized to execute this certification on behalf of the Vendor/Bidder, that the foregoing information and any attachments hereto, to the best of my knowledge are true and complete. I acknowledge that the State of New Jersey is relying on the information contained herein, and that the Vendor/Bidder is under a continuing obligation from the date of this certification through the completion of any contract(s) with the State to notify the State in writing of any changes to the information contained herein; that I am aware that it is a criminal offense to make a false statement or misrepresentation in this certification. If I do so, I will be subject to criminal prosecution under the law, and it will constitute a material breach of **my** agreement(s) with the State, permitting the State to declare any contract(s) resulting from this certification to be void and unenforceable.

Signature

Printed Name and Title

Date