

RESOLUTION NO. _____

A RESOLUTION APPROVING AN AGREEMENT WITH THE AXIA COOP, LLC FOR COOPERATIVE PURCHASING AND AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT AND ALL OTHER DOCUMENTS NECESSARY AND PROPER TO EFFECTUATE THE PURPOSE OF THE AGREEMENT

WHEREAS, the city benefits by being able use cooperative purchasing with the confidence that we are receiving competitive pricing knowing the products and services awarded have already been through the procurement process of the principal procurement agency; and

WHEREAS, utilizing purchasing cooperatives also promote internal efficiencies as the drafting and publication of competitive solicitation documents demands staff time and effort as does the ranking of the submissions in response thereto; and

WHEREAS, Tenn. Code Ann. § 12-3-1205 authorizes municipalities to participate in purchasing cooperatives through written agreement for the procurement of goods, supplies, services, and equipment with both in state and out of state entities; and

WHEREAS, the city would like to enter into an agreement with Axia Coop, LLC for cooperative purchasing.

Now therefore,

BE IT RESOLVED BY THE BOARD OF MAYOR AND ALDERMEN AS FOLLOWS:

SECTION I. That an agreement with Axia Coop, LLC, is approved.

SECTION II. That the mayor, or in his absence, incapacity, or failure to act, the vice-mayor, is authorized and directed to execute, in a form approved by the city attorney and subject to the requirements of Article X, Section 10 of the Charter of the City of Kingsport, the agreement with Axia Coop, LLC, to deliver the agreement and take any and all action as may be required on the part of the city to carry out, give effect to, and consummate the transactions contemplated by the agreement and this resolution as set out below:

AXIA COOPERATIVE

National Cooperative Purchasing Program Participation Agreement

This Participation Agreement (the "Agreement" and commonly referred to as a "Master Intergovernmental Cooperative Purchasing Agreement," "MICPA," "Linking Agreement," etc.) is entered into by and between Axia Coop LLC ("Axia Cooperative" or "Axia"), on behalf of Lead Procurement Agencies (or "Lead Agencies") as identified within individual Master Agreements posted at axiacoop.org, and the Participating Public Agency (or "Participating Agency") as identified in writing below or electronically by completion of the form at axiacoop.org/register.

Axia Cooperative has been identified by Lead Procurement Agencies as the administrator of the Axia Cooperative Purchasing Program for specific Master Agreements established through a formal procurement process.

Definitions

Lead Procurement Agency: A Lead Procurement Agency is a public institution, such as a state, city, county, school district, university, etc., that undergoes a formal procurement process on behalf of itself and other Participating Agencies as defined below. The Lead Procurement Agency includes language within its public solicitation (typically a Request For Proposals) authorizing the use of the resulting contract(s) by other entities through interlocal or joint powers agreements, either directly or through Axia Cooperative acting as the cooperative purchasing program administrator. The Lead

Procurement Agency is solely responsible for the evaluation of proposals and selection of Supplier(s).

Participating Agency: A Participating Agency is any legal entity authorized to participate in this program, including (but not necessarily limited to): states, cities, counties, towns, villages, school districts, charter/private schools, colleges (public and private), universities (public and private), tribal nations, religious organizations, non-profit organizations, special districts, public utility organizations, other political subdivisions, federal agencies, healthcare institutions and United States territories.

Master Agreement: A Master Agreement is a contract for the procurement of various goods, services, etc. The Lead Procurement Agency, as defined above, conducts a formal and public process (typically a Request For Proposals) on behalf of itself and Participating Agencies, and the resulting contract(s) are made available for use through interlocal or joint powers agreements. Each Master Agreement is contractually held between the Lead Procurement Agency and one Supplier, although the Lead Procurement Agency often reserves the right to create more than one Master Agreement as a result of its solicitation.

Supplier: A Supplier is an organization that responds to a formal and public procurement solicitation (typically a Request For Proposals) with a written offer and, through the Lead Procurement Agency's source selection process, is awarded a Master Agreement for the sale of various goods, services, etc.

Axia Cooperative Purchasing Program: The Axia Cooperative Purchasing Program is the extension of various Master Agreements created by their respective Lead Procurement Agencies to Participating Agencies. Axia Cooperative, on behalf of each Lead Procurement Agency, actively promotes the awareness of Master Agreements and documents and reports usage of each Master Agreement. Axia Cooperative also works with Suppliers to ensure they are using the Master Agreements in a compliant manner and provides guidance to Participating Agencies to ensure their compliant use of the Master Agreements.

Terms and Procedures

1. Master Agreements will be established by the Lead Procurement Agencies in accordance with all federal, state, and local laws, rules, regulations and ordinances, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as applicable and as may be amended from time to time.
2. Participation in the Axia Cooperative Purchasing Program is voluntary and nonexclusive. There shall be no charge for the Participating Agency's participation in the Axia Cooperative Purchasing Program, nor shall Participating Agency be responsible for any additional Supplier fees referencing the Axia Cooperative Purchasing Program. Suppliers are specifically directed to not pass along such fees to Participating Agencies.
3. Participating Agency shall reference the Master Agreement, in writing, in all orders placed with a given Supplier. Recommended details to reference include Axia Cooperative, the specific Lead Procurement Agency name and the Master Agreement number, all of which are publicly available for each Master Agreement at axiacoop.org. Participating Agency is not required to provide copies of purchase orders directly to Axia Cooperative.
4. Participating Agency is required to make timely and accurate payment to each Supplier for orders placed that reference a Master Agreement. Participating Agency is also responsible for the inspection and acceptance of products, materials and services ordered.
5. Participating Agency is responsible for following the Terms and Conditions of each Master Agreement along with those of any supplemental agreement between the Participating Agency and Supplier.
6. Participating Agency is authorized to supplement the Terms and Conditions of each Master Agreement with written agreement by the Supplier. Such modifications are specific to the Participating Agency's use of the Master Agreement only, unless the Participating Agency is legally authorized to contract on behalf of other Participating Agencies.
7. Participating Agency agrees to comply with all federal, state, and local laws, rules, regulations and ordinances in its use of Master Agreements and participation in the Axia Cooperative Purchasing Program, and is solely responsible for its own compliance with any applicable safe-harbor requirements, including any obligation to accurately report discounts, rebates, or incentives it receives.
8. Participating Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement.
9. The exercise of any rights or remedies against a Supplier is the exclusive obligation of the Participating Agency. Axia Cooperative, as the cooperative purchasing program administrator, may join in the resolution of any dispute between the Participating Agency and the Supplier. Failure of the Participating Agency to secure performance from the Supplier in accordance with the agreed upon

Terms and Conditions of the Master Agreement does not necessarily require Axia Cooperative to exercise its own rights and remedies. Any dispute between a Participating Agency and a Supplier arising from a purchase under a Master Agreement is governed by the laws and venue of the Participating Agency's own jurisdiction.

10. Participating Agency's access to the Axia Cooperative Purchasing Program is effective upon the date of Participating Agency's completed registration at axiacoop.org or physical execution of this agreement. This Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party. By registering or executing this Agreement, the Participating Agency represents that it is authorized under applicable law to participate in cooperative purchasing and to enter into this Agreement.

11. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party.

12. Axia makes no representations or warranties of any kind, express or implied, regarding any Product or any Master Agreement, and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Axia is not liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages arising out of or relating to this Agreement, any Master Agreement, or any Product, even if Axia has been advised of the possibility of such damages. The Participating Agency acknowledges and agrees that Axia has no liability for any act or omission of a Supplier or any other party under a Master Agreement.

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Participating Agency: A Participating Agency is any legal entity authorized to participate in this program, including (but not necessarily limited to): states, cities, counties, towns, villages, school districts, charter/private schools, colleges (public and private), universities (public and private), tribal nations, religious organizations, non-profit organizations, special districts, public utility organizations, other political subdivisions, federal agencies, healthcare institutions and United States territories.

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Terms and Procedures

13. Master Agreements will be established by the Lead Procurement Agencies in accordance with all federal, state, and local laws, rules, regulations and ordinances, including but not limited to the requirements of 42 C.F.R. § 1001.952(j), as applicable and as may be amended from time to time.

14. Participation in the Axia Cooperative Purchasing Program is voluntary and nonexclusive. There shall be no charge for the Participating Agency's participation in the Axia Cooperative Purchasing Program, nor shall Participating Agency be responsible for any additional Supplier fees referencing the Axia Cooperative Purchasing Program. Suppliers are specifically directed to not pass along such fees to Participating Agencies.

15. Participating Agency shall reference the Master Agreement, in writing, in all orders placed with a given Supplier. Recommended details to reference include Axia Cooperative, the specific Lead Procurement Agency name and the Master Agreement number, all of which are publicly available for each Master Agreement at axiacoop.org. Participating Agency is not required to provide copies of purchase orders directly to Axia Cooperative.

16. Participating Agency is required to make timely and accurate payment to each Supplier for orders placed that reference a Master Agreement. Participating Agency is also responsible for the inspection and acceptance of products, materials and services ordered.

17. Participating Agency is responsible for following the Terms and Conditions of each Master Agreement along with those of any supplemental agreement between the Participating Agency and Supplier.

18. Participating Agency is authorized to supplement the Terms and Conditions of each Master Agreement with written agreement by the Supplier. Such modifications are specific to the Participating Agency's use of the Master Agreement only, unless the Participating Agency is legally authorized to contract on behalf of other Participating Agencies.

19. Participating Agency agrees to comply with all federal, state, and local laws, rules, regulations and ordinances in its use of Master Agreements and participation in the Axia Cooperative Purchasing Program, and is solely responsible for its own compliance with any applicable safe-harbor requirements, including any obligation to accurately report discounts, rebates, or incentives it receives.

20. Participating Agency shall not use this Agreement as a method for obtaining additional concessions or reduced prices for purchase of similar products or services outside of the Master Agreement.

21. The exercise of any rights or remedies against a Supplier is the exclusive obligation of the Participating Agency. Axia Cooperative, as the cooperative purchasing program administrator, may join in the resolution of any dispute between the Participating Agency and the Supplier. Failure of the Participating Agency to secure performance from the Supplier in accordance with the agreed upon Terms and Conditions of the Master Agreement does not necessarily require Axia Cooperative to exercise its own rights and remedies. Any dispute between a Participating Agency and a Supplier arising from a purchase under a Master Agreement is governed by the laws and venue of the Participating Agency's own jurisdiction.

22. Participating Agency's access to the Axia Cooperative Purchasing Program is effective upon the date of Participating Agency's completed registration at axiacoop.org or physical execution of this agreement. This Agreement will remain in effect until canceled by either party upon thirty (30) days written notice to the other party. By registering or executing this Agreement, the Participating Agency represents that it is authorized under applicable law to participate in cooperative purchasing and to enter into this Agreement.

23. Each party agrees that it is responsible for its acts and the results thereof, to the extent authorized by law, and will not be responsible for the acts of the other party.

24. Axia makes no representations or warranties of any kind, express or implied, regarding any Product or any Master Agreement, and disclaims all implied warranties, including any warranty of merchantability or fitness for a particular purpose. Axia is not liable for any indirect, incidental, special, consequential, exemplary, punitive, or reliance damages arising out of or relating to this Agreement, any Master Agreement, or any Product, even if Axia has been advised of the possibility of such damages. The Participating Agency acknowledges and agrees that Axia has no liability for any act or omission of a Supplier or any other party under a Master Agreement.

[Acknowledgements Deleted for Inclusion in this Resolution]

SECTION III. That the mayor is further authorized to make such changes approved by the mayor and the city attorney to the agreement set out herein that do not substantially alter the material provisions of the agreement, and the execution thereof by the mayor and the city attorney is conclusive evidence of the approval of such changes.

SECTION IV. That the board finds that the actions authorized by this resolution are for a public purpose and will promote the health, comfort and prosperity of the citizens of the city.

SECTION V. That this resolution shall take effect from and after its adoption, the public welfare requiring it.

ADOPTED this the 6th day of October, 2026.

PAUL W. MONTGOMERY, MAYOR

ATTEST:

ANGELA MARSHALL, DEPUTY CITY RECORDER

APPROVED AS TO FORM:

RODNEY B. ROWLETT, III, CITY ATTORNEY