

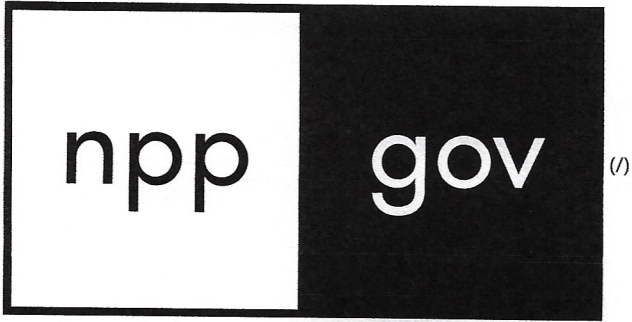
NPPGov

RFP: 1905 FIRE APPARATUS

VENDOR ADMINISTRATION AGREEMENT

Executive Summary

<p>NPPGov <u>Corporate Offices:</u></p> <p>1100 Olive Way, Suite 1020 Seattle, WA 98101 1-877-329-8847 Contact Person: Bill DeMars</p> <p><u>Reporting Address:</u> reports@mynpp.com, copy: Bill.DeMars@NPPGov.com</p> <p><u>Administrative Fee Address:</u> For checks sent via USPS regular mail:</p> <p><i>National Purchasing Partners P.O. Box 749720 Los Angeles, CA 90074-9720</i></p> <p>For overnight packages sent via Fed Ex or UPS, the physical address is:</p> <p><i>Bank of America Lockbox Services Lockbox 749720 2706 Media Center Drive Los Angeles, CA 90065-1733</i></p>	<p>VENDOR THE SUTPHEN CORPORATION</p> <p>ADDRESS 6450 Eiterman Rd Dublin, OH 43016</p> <p>CONTACT PERSON Drew Sutphen</p> <p>EMAIL/PHONE/FAX e Drew@SutphenCorp.com p 800-726-7030</p>
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Sutphen



Publicly Solicited Contract

START DATE:

May 28th, 2020

POTENTIAL END DATE:

May 28th, 2026

CONTRACT NUMBER:

PS20250

LEAD AGENCY:

League of Oregon Cities (https://nppgov.com/profile_list/lead-agencies)

This is a publicly solicited contract established through an RFP process conducted by a Lead Public Agency. This contract satisfies formal competitive bid requirements of most states. All NPPGov members are urged to seek independent review by their legal counsel to ensure compliance with all state and local requirements.

Products on Contract

- Pumper
- Heavy Rescue
- Aerial Ladder
- Aerial Platform
- Option pricing

Instructions to Access This Contract

Please [Log In \(https://nppgov.com/contract/sutphen?login=true\)](https://nppgov.com/contract/sutphen?login=true) to view complete list of contract documents and instructions.

[Log In \(https://nppgov.com/contract/sutphen?login=true\)](https://nppgov.com/contract/sutphen?login=true)

Contract Documents

Synopsis, MPA, RFP, and IGA available to logged in members.

Additional Resources

- [📄 C Series Commercial Pumpers \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23145937/Sutphen-C-Series-Commercial-Pumpers.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23145937/Sutphen-C-Series-Commercial-Pumpers.pdf)
- [📄 Heavy Duty Custom Pumpers \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150004/Sutphen-Heavy-Duty-Custom-Pumpers.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150004/Sutphen-Heavy-Duty-Custom-Pumpers.pdf)
- [📄 Heavy Rescue \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150030/Sutphen-Heavy-Rescue.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150030/Sutphen-Heavy-Rescue.pdf)
- [📄 SA 75 Aerial Ladder \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150058/Sutphen-SA-75-Aerial-Ladder.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150058/Sutphen-SA-75-Aerial-Ladder.pdf)
- [📄 SL 75 Single Axle Aerial Ladder \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150140/Sutphen-SL-75-Single-Axle-Aerial-Ladder.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150140/Sutphen-SL-75-Single-Axle-Aerial-Ladder.pdf)
- [📄 SL 100 Aerial Ladder \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150217/Sutphen-SL-100-Aerial-Ladder.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150217/Sutphen-SL-100-Aerial-Ladder.pdf)
- [📄 SP 70 Single Axle Aerial Platform \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150244/Sutphen-SP-70-Single-Axle-Aerial-Platform.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150244/Sutphen-SP-70-Single-Axle-Aerial-Platform.pdf)
- [📄 SP 95/SP 100 Aerial Platform \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150321/Sutphen-SP-95SP-100-Aerial-Platform.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150321/Sutphen-SP-95SP-100-Aerial-Platform.pdf)
- [📄 SPH 100 Mid-Mount Aerial Platform \(https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150356/Sutphen-SPH-100-Mid-Mount-Aerial-Platform.pdf\)](https://s3-us-west-2.amazonaws.com/cms-nppgov.resources/app/uploads/2017/05/23150356/Sutphen-SPH-100-Mid-Mount-Aerial-Platform.pdf)

Contact NPPGov

NPPGov Customer Service

customerservice@nppgov.com (mailto:customerservice@nppgov.com)

Phone: 877.329.8847

Testimonial

/// *The purchase went great with no problems whatsoever. I do plan on checking/using NPPGov for any future purchases.* ///

Jeffrey Peebles
Lyon County Sheriff's Office



Sutphen Overview

Sutphen continues to build quality fire apparatus and specializes in custom and commercial fire apparatus with many configurations. Since 1890, Sutphen has set the standard for engineering, technology, innovation, performance and durability in the fire apparatus industry. Today, our broad product line includes all the apparatus necessary to meet the needs of your department and your community. Flexibility and innovation are key characteristics at Sutphen Corporation. We understand the need to be flexible for our customers, and we have the innovation to develop the products their job demands.

Additional Company Information

- [🔗 Sutphen Website \(http://www.sutphen.com/\)](http://www.sutphen.com/)

Contact Info

Sutphen Contact Info

Zach.Rudy@SutphenCorp.com (mailto:Zach.Rudy@SutphenCorp.com)
800.726.7030

Sutphen Mailing Address

6450 Eiterman RD
Dublin, OH 43016

ADDRESS

1100 Olive Way
Suite 1020
Seattle, WA 98101

CONTACT

Phone: 877.329.8847
Fax: 206.515.5445
customerservice@nppgov.com (mailto:customerservice@nppgov.com)

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Terms and Conditions (<https://nppgov.com/terms-and-conditions>) Privacy Policy (<https://nppgov.com/privacy-policy>)
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EFFECTIVE DATES	This Vendor Administration Agreement ("Agreement") shall be in effect for the duration of the Master Price Agreement referenced herein obtained as a result of a competitively solicited Request for Proposal or Request for Bid, unless otherwise terminated pursuant to the provisions of this Agreement.
In General	This Agreement entered into between THE SUTPHEN CORPORATION (hereinafter referred to as "Vendor"), and National Purchasing Partners "NPP" and its Government Division dba NPPGov, dba Public Safety GPO, dba First Responder GPO and dba Law Enforcement GPO (collectively hereinafter "NPPGov") is for the sales and/or service of THE SUTPHEN CORPORATION (the "Products" and "Services") to the members of NPPGov ("Members") and any other users of the contract as a result of the Master Price Agreement referenced herein.
Administrative Fee	Vendor agrees to pay NPPGov an administrative fee as established in this agreement based upon the Net Sales of Products and Services purchased off the Master Price Agreement during a Reporting Period (as that term is defined herein) and not under any other agreement ("Administrative Fee").
Contract Activity Reports	Vendor agrees to submit an electronic Contract Activity Report to NPPGov within thirty (30) days following the end of each Reporting Period. The Contract Activity Report will include the content and be in the format specified by NPPGov.
Permission to use Vendor Logo and to Market Vendor Products and Services	Vendor hereby grants NPPGov permission to market Vendor's Products and/or Services. Vendor agrees to provide NPPGov with all reasonable marketing information, including, but not limited to, logos, price sheets, and contact information. Furthermore, Vendor hereby authorizes NPPGov to utilize the Vendor company logo, copy (text) provided by Vendor about its Products and Services, links to the Vendor web site, price sheets, and other such material and information necessary to market Vendor to NPPGov Members.
Terms and Conditions	This Agreement, including the Terms and Conditions, shall constitute the entire agreement between NPPGov and Vendor with respect to the subject matter herein and shall supersede all prior verbal or written agreements, understandings, promises, and contracts between the parties.

NPPGov Vendor Administration Agreement

Terms and Conditions

In addition to the terms set forth in the Executive Summary, NPPGov and Vendor shall comply with the following general terms and conditions.

1. **Recitals.** This Agreement is made and entered into as of the Effective Date (as defined by the date of the final signature on the signature page hereto) by and between National Purchasing Partners, LLC ("NPPGov"), a Washington limited liability company, and THE SUTPHEN CORPORATION ("Vendor").
 - a) NPPGov is a group purchasing organization ("GPO") which administers contracts for Products and Services offered to Member institutions located throughout North America; and
 - b) NPPGov provides a broad portfolio of agreements capable of serving all types of organizations; and
 - c) NPPGov utilizes sponsoring or "lead" state or local governmental Member institutions to secure agreements with Vendors that provide NPPGov Government Members with a pool of resources from which to obtain Products and Services of optimum value at discounted prices while satisfying state and federal competitive solicitation requirements; and
 - d) Vendor desires to provide Products and Services to Members pursuant to the terms of this Agreement and the Master Price Agreement referenced herein.
2. **Definitions.** Unless otherwise defined in this Agreement, capitalized terms used herein shall have the meaning ascribed to them in this Paragraph 2:
 - a) *Administrative Fee:* The Administrative flat fee of \$2000 is remit to NPPGov that are realized or generated as a consequence of this Agreement through the Master Price Agreement. An Administrative Fee is equal to \$2,000 per contract order (or invoice) of users of the contract. The Administrative Fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs.
 - b) *Contract Activity Report:* The report Vendor is required to submit to NPPGov that identifies all sales under this Agreement.
 - c) *Contract Period:* The period as defined in the Master Price Agreement executed by Vendor and the Lead Contracting Agency.
 - d) *Force Majeure Event:* A delay due to any causes beyond a party's reasonable control, including, but not limited to Acts of God, delays of vendors or carriers, strikes, terrorism, floods, fire, acts or demands of any government or governmental or regulatory agency, natural disasters, work stoppages, shortage of materials or transportation, actions or decrees of governmental bodies or communications failures or otherwise not the fault of a party hereto. Such failure or delay will not constitute a material breach of this Agreement.
 - e) *Lead Contracting Agency:* The governmental entity that issued the Request for Proposal or Invitation to Bid and awarded the resulting Master Price Agreement.
 - f) *Master Price Agreement* means the agreement between Vendor and League of Oregon Cities as a result of the RFP FIRE APPARATUS FIRE APPARATUS published on November 12th 2019 incorporated herein by reference.

- g) *Member*: Organizations, agencies and public entities providing public services (including their employees or volunteers) that have registered with NPPGov to participate in the program.
 - h) *Minority Business /H.U.B.*: Any business certified by a federal, state or local governmental agency, or identified by a Member pursuant to such Member's own diversity initiatives or internal policies, as a Minority Business Enterprise, Small Business Enterprise, Historically Underutilized Business, Women-owned Business Enterprise, or some other comparable classification.
 - i) *Net Sales* means the gross sales for products and services to Members and other Participating Agencies directly related to the Master Price Agreement, less returns, taxes, credits and shipping costs
 - j) *Participating Agencies*: The governmental and nonprofit entities that are eligible to be members of NPPGov and wish to access the Master Price Agreement.
 - k) *Products and Services*: Those items, accessories, equipment or services to be provided to the Members by Vendor in accordance with the terms of the Master Price Agreement.
 - l) *Vendor*: Dealers, retailers, wholesalers, and/or manufacturers awarded the right to sell products and services to Members and other Participating Agencies as a result of the Master Price Agreement.
3. **Participating Agencies.** During the Contract Period, Vendor shall offer and sell the Products and Services to Members pursuant to the terms of the FIRE APPARATUS Master Price Agreement executed by Vendor and the Lead Contracting Agency that extends its terms to NPPGov Membership. Participating Agencies shall be permitted to purchase Products and Services from Vendor at the prices or discounts identified in the Master Price Agreement.
4. **Marketing.** Vendor shall make reasonable efforts to market its Products and Services to NPPGov Members through its own internal means. Vendor may also participate in informational marketing programs that NPPGov provides to its members. Current marketing programs offered by NPPGov include, but are not limited to:
- a) Member Training: Opportunity to provide Members training on Products and Services offered by the Vendor.
 - b) NPPGov Exhibit Booth Promotion: Opportunity for Vendor contract to be promoted in NPPGov's booth at conferences.
 - c) Vendor Training: NPPGov will train Vendor's sales force on the terms of the Agreement through webinars or in-person training seminars.
 - d) Electronic Marketing: Electronic communication to members about vendor products and services.
 - e) Website: Vendor and contract offering information available on NPPGov website.
- Participation in marketing programs is encouraged but voluntary.
5. **Marketing Materials - Use of Logo.** Vendor may reference NPPGov, dba Public Safety GPO, dba First Responder GPO and dba Law Enforcement GPO, and its logos in marketing materials provided that NPPGov has the opportunity to review printed materials prior to distribution and Vendor has complied with current NPPGov logo use specifications.
6. **Acknowledgment of National Distribution Expectations.** Vendor acknowledges that Members may be located throughout North America and that the ability of the Vendor to distribute Products and

Services on a national level is preferred. Vendor further acknowledges that multiple bid awards may be granted based upon distribution limitations and Products and Services offerings.

7. **No Disruption of NPPGov's Relationship with Participating Agencies.** Vendor shall not offer, persuade or seek to induce Members to terminate its status or relationship with NPPGov in any manner or form whatsoever. A breach of this Paragraph will constitute sufficient cause for NPPGov to terminate this Agreement and/or to seek damages from Vendor for loss of all actual and prospective Contract Administrative Fees resulting from such breach.
8. **Distribution to Participating Agencies.** Vendor shall sell and deliver Products and Services to the Participating Agencies' receiving area at the address such Participating Agency so specifies. Vendor shall obtain payment for delivered Products and Services directly from the Participating Agency. Vendor shall be solely responsible, at its cost, for resolving all disputes and controversies regarding any purchase order, invoice, product, shipment and/or delivery date with the applicable Participating Agency without liability, participation or contribution by NPPGov or the Lead Contracting Agency.
9. **Taxes.** If any tax is due with respect to the sale of Products and Services hereunder, it shall be Vendor's sole responsibility to collect and pay such tax.
10. **Restrictions on Use of Data.** Vendor hereby acknowledges and agrees that all NPPGov and/or Participating Agency information and data generated or otherwise made available to Vendor as a result of participation under this Agreement ("Data"), may be used by Vendor only for the following internal purposes: (i) reporting, and (ii) use of Data as "input data" in a collection of data, cumulative in nature, which does not disclose the source, at any time, of the input data. In no event shall Vendor sell, market or commercialize Data or create derivative Products and Services or applications for sale based on Data.
11. **State and Federal Procurement Laws.** Vendor acknowledges that Members are typically governmental entities and may be bound by state and/or federal competitive solicitation requirements as well as possible mandatory local vendor preference regulations. Vendor further acknowledges that amendment, modification and/or termination of select provisions of the Master Price Agreement obtained from the solicitation process, may prove necessary in order to comply with the laws of the state of origin of the Participating Agency. Vendor agrees to accommodate all reasonable requests by a Participating Agency to comply with federal, state and local laws.
12. **Minority Business Enterprise/H.U.B.** Certain Members may be required or encouraged by law, regulation and/or internal policy to do business with Minority or Historically Underutilized Businesses. To help the Members meet such requirements or policies, Vendor agrees to comply with all Participating Institution policies and programs with respect to such businesses as requested, and to provide, upon request by the Participating Agency, statistical or other information regarding Vendor's utilization of such businesses as vendors, contractors or subcontractors.

Term and Termination

13. **Term.** This Agreement shall be in effect for the duration of the Master Price Agreement referenced herein, unless otherwise terminated pursuant to the provisions of this Agreement.

14. **Termination by NPPGov With Cause.** NPPGov may terminate this Agreement for cause upon thirty (30) days' written notice to Vendor for failure by Vendor to cure the material breach within such thirty (30) day period, except to the extent that shorter notice and cure periods are specified below. For purposes of this Agreement, NPPGov shall have "cause" for termination if:
 - a) Absent a Force Majeure Event, Vendor is unable to supply Participating Agencies with Products and Services at any time during the Contract Period, other than supplier and/or manufacturer delays and shortages beyond the control of Vendor; or
 - b) Vendor does not maintain the requisite insurance coverage specified herein; or
 - c) Where applicable, Vendor fails to notify NPPGov and the Participating Agencies within seven (7) days after (i) Vendor becomes aware of any defect or condition which may render any Products and Services in violation of the Federal Food, Drug and Cosmetic Act, or any other federal, state or local law, regulation or ordinance, or which in any way alters the specifications or quality of any Products and Services, or (ii) Vendor receives any notification of any regulatory action or warning letter concerning any Products and Services; or
 - d) Vendor fails to pay any Contract Administrative Fee or fails to submit any Contract Activity Report in accordance with this Agreement and such failure remains unresolved for ten (10) days after written notice of such failure; or
 - e) Vendor does not cure any error in reporting or payment identified as a result of an audit as provided in this Agreement; or
 - f) Vendor otherwise breaches this Agreement and fails to cure such breach within thirty (30) days after NPPGov gives written notice to Vendor thereof.

15. **Bankruptcy.** Each party hereto reserves the right, in its sole and exclusive judgment, to terminate this Agreement immediately upon notice thereof to the other party if (a) the other party transfers assets in fraud of its creditors, (b) the other party makes an assignment for the benefit of its creditors, (c) the other party is the subject of any proceeding in bankruptcy, (d) a receiver or trustee is appointed for the other party's property, or (e) one party believes, in good faith, that the other party is financially unable to carry out adequately its obligations under this Agreement.

16. **Termination by Vendor.** Vendor may terminate this Agreement for cause upon thirty (30) days written notice to NPPGov if NPPGov breaches a material term of this Agreement and fails to cure such breach within thirty (30) days after Vendor gives written notice to NPPGov thereof.

17. **Rights and Obligations Following Termination.** Upon termination of this Agreement, NPPGov and Vendor shall have the following rights and obligations, which shall survive the termination of this Agreement:
 - a) Neither party shall be released from any obligation arising under this Agreement prior to its termination, including, but not limited to, Vendor's obligation to pay NPPGov the Contract Administrative Fee in full with respect to any sale of Products and Services through the date of termination of this Agreement; and

- b) Vendor shall continue to honor each order for Products and Services, from each Member, up to the effective date of termination and for a period of thirty (30) days thereafter, which orders shall be subject to the pricing, terms and conditions of this Agreement; and
- c) Except as set forth herein, neither party shall release nor disseminate to any third party any proprietary information acquired from the other party as a result of this Agreement.

Vendor Fee and Reporting Requirements

18. Contract Activity and Administrative Fee Reporting.

- a) **Contract Activity Report.** Vendor shall submit to NPPGov or its Designee a Contract Activity Report in electronic form as specified in this section. Vendor shall remit this report to NPPGov within thirty (30) days after the close of each Reporting Period. For purposes of this Agreement, "Reporting Period" shall mean each calendar quarter. The Contract Activity Report shall be substantially in the form of Addendum A attached hereto, as may be amended from time to time. The Contract Activity Report shall reference Contract Number CN.
- b) **Contract Administrative Fee Reporting Specifications.** Vendor shall provide NPPGov with a description of Vendor's process for loading the NPPGov Members into its reporting systems and tracking and reporting sales by the Members under the Master Price Agreement. The description should include:
 - i) Information concerning how Vendor adds Member Institutions, enters pricing terms into its reporting systems, how Vendor makes such pricing terms available to Members, and any uses of letters of commitment, if applicable.
 - ii) The names of the individual(s) responsible for this process and procedure.

19. Payment of Administrative Fees.

- a) **Percentage of Net Sales.** Vendor shall remit to NPPGov, together with a Contract Activity Report, an Administrative Fee equal to \$2,000 per contract order (or invoice) of users of the contract. The Administrative Fee will be exclusive of any other fee that may be due to other associations or buying groups to which Vendor belongs.
- b) **Method of Payment.** Vendor shall pay the Administrative Fee in U. S. Dollars by ACH transfer, or by check or bank draft made payable to "NPP" and shall remit the Administrative Fee to NPPGov within thirty (30) days after the close of each Reporting Period.

ACH transfer is the preferred method. Addendum A includes banking information for electronic transfers. Administrative Fee payments via check or bank draft shall be made to the following address:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

Please send electronic forms to reports@mynpp.com

Each Administrative Fee payment must be accompanied by the following information to be provided by Vendor to NPPGov:

- 1) Vendor's name (If a parent or affiliate corporation is making a payment on behalf of Vendor, Vendor's name as it appears on this Agreement shall be identified on the face of the check stub or on the payment notice); and
 - 2) NPPGov contract number CN, provided by NPPGov; and
 - 3) Reporting Period for which the Contract Administrative Fee is being paid (e.g., 1/1/17 - 3/31/17); and
 - 4) The Contract Activity Report.
- c) **Discrepancies.** Except for cases involving fraud, either party must report any discrepancies or disputes regarding the administrative fee to the other party within ninety (90) days of the expected payment of administrative fees, or they will be deemed correct and binding on the parties.

20. **Right to Audit.** Vendor agrees to keep complete, current and accurate books, records and accounts of the transactions subject to this Agreement in order to verify compliance with this Agreement. Subject to confidentiality agreements, all such books, records and accounts shall be available for inspection and audit by NPPGov and its authorized representatives at any time during the term of this Agreement and for one (1) year thereafter, but no more frequently than twice in any consecutive twelve (12) month period and only during reasonable business hours and upon reasonable notice. If any NPPGov audits disclose a failure to provide the correct sales tracing information, NPPGov shall have the right, at NPPGov's option, to increase the frequency and scope of audits. If any of NPPGov's audits disclose a failure to provide the correct Contract Administrative Fee, NPPGov shall have the right, at NPPGov's option, to immediately terminate this Agreement while retaining the right to pursue collection of its earned fees and Vendor shall be responsible for the payment of the audit. Should any audit produce evidence that overcharges were incurred by Participating Agencies, Vendor shall credit said Members within thirty (30) days of written notice of said overcharge. If an audit of Vendor invoices or other records reveal any variance from any invoice to any Member, Vendor shall immediately refund any excess payment received from the Member.

21. **Notice**

- a) Every notice and other communication to NPPGov in connection with this Agreement shall be in writing. Each such notice and other communication shall be sent to NPPGov at the following address until otherwise notified in writing by NPPGov:

**NPPGov
1100 Olive Way, Suite 1020
Seattle, WA 98101**

*Please note: Minor reporting issues may be directed to the Contract Administrator at contracting@nppgov.com or (877) 329-8847.

- b) Unless otherwise notified by Vendor, every notice and other communication to Vendor in connection with this Agreement, including reporting discrepancies and problem resolution, shall be in writing and shall be addressed to:

VENDOR INFORMATION

THE SUTPHEN CORPORATION
6450 Eiterman Rd
Dublin, OH 43016

Vendor must provide NPPGov written notice within thirty (30) days following a change in the above contact information.

- c) Alternatively, notices required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as of the postmark date of such written notice. NPPGov and Vendor may modify the addresses for such notices provided such modification is given in writing.

Warranties, Indemnification and Law

22. **Products and Services Warranty.** Vendor represents and warrants to NPPGov that all original manufacturers' warranties will be transferred to end-users to the fullest extent allowable under applicable law and all Products and Services will not be improperly stored, reprocessed or repackaged from its original state.
23. **Compliance with all Applicable Laws.** In the performance of its duties and obligations under this Agreement, each party shall at all times comply with all applicable federal, state and local laws, statutes, regulations, rules, orders and ordinances now in effect or as hereafter enacted, amended or promulgated.
24. **Indemnification.** To the fullest extent permitted by law, each party shall indemnify, defend (at the party's sole expense) and hold harmless the other party, affiliated companies of the other party, their partners, joint ventures, representatives, members, designees, officers, directors, shareholders, employees, agents, successors and assigns ("Indemnified Parties"), from and against any and all third party claims for bodily injury or death, damage to property, demands, damages, actions, causes of action, suits, losses, judgments, obligations and any liabilities, costs and expenses (including, but not limited to, investigative and repair costs, reasonable attorneys' fees and costs and consultants' fees and costs) ("Claims") which arise or are in any way connected with the Products or Services performed or provided by the party or its agents. These indemnity and defense obligations shall apply to any acts or omissions, negligent or willful misconduct of the party, its employees or agents, whether active or passive. Such party shall not be obligated to indemnify and defend the other party for claims found to be due to the sole negligence or willful misconduct of indemnified parties. These indemnification obligations shall survive expiration or other termination of this Agreement.
25. **Insurance.** Vendor shall maintain insurance coverage adequate to fully protect Vendor and NPPGov from any and all claims of any nature for damage to property or for personal injury, including death, made by any person or entity arising from Products and Services sold through Vendor or actions related

to Products and Services sold through Vendor (including subcontractors, employees, consultants or agents of Vendor). Upon request, Vendor shall provide evidence of insurance coverage as specified above.

General Provisions

26. **Products and Services Returns.** Notwithstanding the express written terms of the Master Price Agreement, each Participating Agency shall have the right to return, without penalty, cost or delay, any excess or unnecessary Products and Services for full original purchase price credit under any of the following circumstances: (a) the Products and Services are received outdated or are otherwise unusable; (b) the Products and Services are received damaged, or is defective or nonconforming; (c) the manufacturer or Vendor specifically authorizes for return through a Vendor; or (d) the Products and Services are recalled, provided Products and Services are returned through the Vendor. Vendor shall issue credit to a Participating Agency within thirty (30) days of the date of return.

27. **Confidentiality.** Except as may be required by law or as reasonably required to conduct their respective businesses, NPPGov and Vendor shall not use, publish or disclose or cause anyone else to use, publish or disclose any confidential information obtained in connection with the negotiation and implementation of this Agreement. NPPGov and Vendor shall maintain the confidentiality of the terms of this Agreement, as well as all negotiations prior to the Effective Date. The above restrictions on disclosure and use shall not apply to any information which (a) is or becomes generally available to the public, other than as a result of disclosure by the party receiving the information pursuant to this Agreement, (b) was made available to other third persons on a non-confidential basis prior to the execution of this Agreement, (c) becomes available on a non-confidential basis from a third person, which third person was not itself under an obligation to maintain the confidentiality of such information, or (d) is required by law, subpoena or court order to be disclosed. NPPGov may disclose such confidential information to its Shareholders and Participating Agencies and any employee or advisor of NPPGov with a bona fide need to know, in its evaluation, operation or interpretation of this Agreement. NPPGov and Vendor may disclose the existence of this Agreement and other information, such as the overall savings expected to be realized from this Agreement, subject to the written approval of the other party. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.

28. **Independent Contractors.** The parties shall be and act as independent contractors. Nothing in this Agreement shall (a) constitute the formation of a partnership, agency, joint venture or employment relationship, or (b) give the right, power or authority to one party to bind the other.

29. **Unenforceable Provision.** If one or more of the provisions of this Agreement, or the application or interpretation thereof, is determined to be invalid or unenforceable, the remainder of this Agreement shall remain in full force and effect, and the provisions deemed invalid or unenforceable replaced with valid and enforceable provisions which achieve the intent of Vendor and NPPGov in entering into this Agreement.

30. **Force Majeure.** Except for the obligation to pay money, if either NPPGov or Vendor is unable to discharge any obligation imposed by this Agreement, the non-complying party shall not be liable in the event such failure is due to a Force Majeure Event.
31. **Assignment.** This Agreement shall bind and inure to the benefit of each party's permitted successors and assigns. Neither party shall assign this Agreement without the prior written consent of the other party. For purposes of this Paragraph, "assignment" shall be deemed to include (a) the sale or transfer of any rights or obligations under this Agreement, and (b) a change in the identity of the person(s) or entity(ies) owning a majority of the issued and outstanding voting securities of a party's parent corporation(s). Any attempt by a party to assign any of its rights or delegate any of its duties hereunder without the prior written consent of the other party shall be null and void and shall entitle the nonassigning party, at its sole and exclusive option, to terminate this Agreement in its entirety. Subject to the limitations on assignment set forth in this Paragraph, this Agreement will apply to, be binding in all respects upon, and inure to the benefit of, the successors and permitted assigns of the parties.
32. **Non-Waiver of Provisions.** No waiver of any provision of this Agreement shall be deemed to or shall constitute a waiver of any other provision hereof. Except as expressly provided in this Agreement, no delay on the part of any party in exercising any right, power or privilege shall operate as a waiver thereof. The waiver by either party of any breach or default by the other party shall not be construed to be either a waiver of any subsequent breach or default of any such provision, of the same or different kind, or a waiver of the provision itself.
33. **Section Headings.** All section headings contained herein are for convenience only and shall in no way modify or restrict any of the terms or provisions hereof, or affect the meaning or interpretation of this Agreement.
34. **Signature of Duly Authorized Representative.** Duly authorized representatives or agents of both NPPGov and Vendor shall sign this Agreement, and such signatures shall be conclusive proof of that person's authority to bind NPPGov and Vendor, respectively.
35. **Governing Law.** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Washington without regard to choice or conflict of law rules. The parties acknowledge that this Agreement evidences a transaction involving interstate commerce. The United States Arbitration Act shall govern the interpretation, enforcement, and proceedings pursuant to the arbitration clause set forth herein.
36. **Arbitration.** Any dispute, claim, or controversy arising out of or relating to this Agreement, or the breach thereof, shall be settled by binding arbitration administered by the American Arbitration Association in accordance with its Commercial Arbitration Rules, and the place of arbitration shall be Seattle, Washington. Each party shall bear its own costs and expenses including, without limitation, attorneys' fees. Each party shall bear an equal share of the arbitrators' and administrative fees of arbitration. Judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. The provisions of this clause shall survive the expiration or termination of this Agreement regardless of the cause of termination.

37. **Addenda; Entire Agreement.** The Executive Summary and Terms as well as all Addenda to this Agreement are an integral and binding component of this Agreement, and are incorporated fully herein by this reference. In the event of any actual or perceived inconsistencies or conflicts between this Agreement and any Addenda hereto, the provisions of this Agreement shall govern. This Agreement, together with all Addenda, shall constitute the full and complete Agreement between the parties as to the terms outlined herein.
38. **Amendment, Modification and Cancellation.** The parties may, from time to time, agree to modify the terms of this Agreement; provided, however, that the amendment is in writing and signed by an authorized representative of both parties. Both parties reserve the right to cancel this Agreement in whole or in part if the other party breaches this Agreement and does not correct such failure within thirty (30) days of receiving written notice from the other party specifying such failure or if the other party in any respect repudiates or otherwise breaches the terms hereof.
39. **Authorized Use of NPPGov Membership List (“the List”).** NPPGov may occasionally provide Vendor with the List. The authorized use shall consist solely and exclusively of the provisions of this section, unless otherwise approved upon in writing by NPPGov. Vendor may use the entire NPPGov Membership List for generating in-house reports and reporting purposes only. NPPGov may telemarket, fax, email, and mail promotional materials on behalf of Vendor at NPPGov’s discretion. In addition, and at NPPGov’s discretion, NPPGov may provide Vendor with partial membership lists that may be used for marketing purposes if, and only if, the Member has “opted in” for receipt of marketing materials. In those instances where Vendor has been granted use of all or a portion of the List for marketing purposes, Vendor must provide NPPGov with a copy of any marketing material to be emailed or mailed to Members using the List prior to dissemination.
- a) Vendor specifically may not:
 - i) copy, modify, alter adapt or transfer the List, in whole or in part, except to engage in the authorized use set forth in this section; or
 - ii) disclose, distribute, rent, sub-license or lease the List to any third party or use the List to provide service for other parties without prior written consent of NPPGov.
 - b) NPPGov WILL IN NO EVENT BE LIABLE FOR ANY DAMAGES, INCLUDING BUT NOT LIMITED TO, DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, ARISING OUT OF THE VENDOR’S USE OF OR INABILITY TO USE THE LIST. NPPGov IS NOT RESPONSIBLE OR LIABLE FOR ANY COSTS INCURRED BY THE VENDOR, INCLUDING BUT NOT LIMITED TO THOSE COSTS INCURRED AS A RESULT OF LOST PROFITS OR REVENUE, CLAIMS BY THIRD PARTIES, OR FOR OTHER SIMILAR COSTS, AS THEY RELATE TO THE USE OF THE LIST.
 - c) Vendor shall be held solely responsible for any and all damages arising from use of the List by Vendor agents, employees, contractors or anyone else given access to the List by the Vendor. The Licensee shall indemnify NPPGov and be held unconditionally responsible for any and all damages sustained by NPPGov for such use including, but not limited to, all costs and reasonable attorney fees related to litigation. Vendor also consents to the entry of an order enjoining any use of the List in violation of the Agreement to prevent further and continuing damage.
40. **Limitation of Actions.** No action, regardless of form, arising out of these terms and conditions may be commenced more than one year after the cause of action has occurred, except an action for nonpayment.

41. **Counterparts.** This Agreement may be executed by facsimile signature and in any number of counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

THIS CONTRACT CONTAINS A BINDING ARBITRATION PROVISION WHICH MAY BE ENFORCED BY THE PARTIES.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date signed by National Purchasing Partner's authorized representative (the "Effective Date").

VENDOR: **THE SUTPHEN CORPORATION**
6450 Eiterman Rd
Dublin, OH 43016

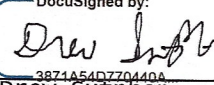
AUTHORIZED REPRESENTATIVE:

BY:

PRINTED NAME:

TITLE:

DATE:

DocuSigned by:

3871A54D770440A
Drew Sutphen
President
6/30/2020

NAME:

ADDRESS:

NPPGov
1100 Olive Way, Suite 1020
Seattle, WA 98101

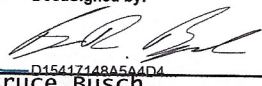
AUTHORIZED REPRESENTATIVE:

BY CONTRACT MANAGER:

PRINTED NAME:

TITLE:

DATE:

DocuSigned by:

D15417148A5A4D4
Bruce Busch
Senior Vice President
6/30/2020

**VENDOR ADMINISTRATION AGREEMENT
ADDENDUM A**

Quarterly Volume Sales Reporting Requirements

Vendor is required to submit a **Contract Activity Report** for each Reporting Period pursuant to the terms of this Agreement. The following should be included with the Contract Activity Report:

- Contract Activity Report Excel spreadsheet template format
- Description of each required field (reference Schedule A-1)

Step One: Complete the Contract Activity Report

Even if you have had no sales, please submit a report indicating zero (0) sales for Reporting Period. Reference Contract Number CN on the Contract Activity Report.

Step Two: Submit the Contract Activity Report and Administrative Fee Payment

In accordance with the terms of this Agreement the Contract Activity Report and Administrative Fee payment are due within thirty (30) days following the end of the Reporting Period.

January 1 - March 31

April 1 - June 30

July 1 - September 30

October 1 - December 31

ACH TRANSFER IS THE PREFERRED PAYMENT METHOD

Account Name	National Purchasing Partners LLC
Bank Account Number	10492007
ABA Routing Numbers	
ACH Transfers	125000024
Wire Transfers	026009593
Company Name	National Purchasing Partners LLC
Address	1100 Olive Way Suite 1020 Seattle, WA 98101
Federal ID Number	20-3470995

Bank Name	Bank of America	
Bank Address	800 Fifth Avenue Floor 37 Seattle, WA 98104	
Bank Contact	Debbie Veenhuizen	Phone: 888-426-1411 Ext: 21422

IF UNABLE TO MAKE PAYMENT VIA ACH TRANSFER, MAILED ADMINISTRATIVE FEE PAYMENTS ARE SENT TO:

For checks sent via USPS regular mail the address is:

**National Purchasing Partners
P.O. Box 749720
Los Angeles, CA 90074-9720**

For any overnight packages sent via Fed Ex or UPS, the physical address is:

**Bank of America Services
Lockbox 749720
2706 Media Center Drive
Los Angeles, CA 90065-1733**

EMAIL THE COMPLETED CONTRACT ACTIVITY REPORT TO:

reports@myntp.com

Contact:

Please contact Bill DeMars at 1.612.325.2537 or [Bill DeMars](#) with any questions or concerns.