

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-21-70-48-02
AMENDMENT 2

AUDIO VIDEO EQUIPMENT AND SUPPLIES
Alaska NASPO ValuePoint Master Agreement Number 200000035B
B&H Foto & Electronics Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-21-70-48-02 as follows:

- 1) Agreement is extended from September 30, 2023, to September 30, 2024. **Section 2. TERM, subparagraph A** is revised to read as follows:

- A. The term of this Participating Addendum shall begin October 1, 2023, and will end September 30, 2024, or upon termination by the State, whichever occurs first.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name

Julie Matthews

Digitally signed by Julie
Matthews
Date: 2023.08.17 11:21:35
-07'00'

8/17/2023

Authorized Signature

Date Signed

Julie Matthews, MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street

West Sacramento, CA 95605

Address

CONTRACTOR

B&H Foto & Electronics Corp.

Contractor Name

DocuSigned by:

Manny Steigman

8/16/2023

Authorized Signature

Date Signed

Manny Steigman, VP Marketing

Printed Name/Title of Person Signing

420 Ninth Ave., 5th Floor

New York, NY 10001-2404

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-21-70-48-02
AMENDMENT 1

AUDIO VIDEO EQUIPMENT AND SUPPLIES
Alaska NASPO ValuePoint Master Agreement Number 200000035B
B&H Foto & Electronics Corp. (Contractor)

The parties mutually agree to amend Participating Addendum 7-21-70-48-02 as follows:

- 1) Agreement is extended from September 30, 2022, to September 30, 2023. **Section 2. TERM, subparagraph A** is revised to read as follows:
 - A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 30, 2023, or upon termination by the State, whichever occurs first.
- 2) **Section 7. PRICING** is hereby deleted and replaced with the following:
 - A. Contractor's pricing is outlined in the Alaska NASPO ValuePoint Master Agreement Number 200000035B.
 - B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Alaska.
- 3) **Section 16. CONTRACT MANAGEMENT, subparagraph B** is revised to read as follows:
 - B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Maureen Seiferling
Phone:	279-946-8226
Fax:	n/a
Email	maureen.seiferling@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2 nd Floor, MS 2-202 West Sacramento, CA 95605

**Participating Addendum 7-21-70-48-02
Amendment 1**

- 4) **Section 20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS** is hereby added to read as follows:

20. EXECUTIVE ORDER N-6-22 – RUSSIA SANCTIONS

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Participating Addendum. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least thirty (30) calendar days to provide a written response. Termination shall be at the sole discretion of the State.

All other terms and conditions of the Participating Addendum shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name



8/12/2022

Authorized Signature

Date Signed

Julie Matthews, IT Specialist

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

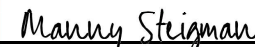
Address

CONTRACTOR

B&H Foto & Electronics Corp.

Contractor Name

DocuSigned by:



8/8/2022

Authorized Signature

Date Signed

Manny Steigman, VP Marketing

Printed Name/Title of Person Signing

420 Ninth Ave., 5th Floor
New York, NY 10001-2404

Address

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-21-70-48-02

Audio Video Equipment and Supplies

Alaska NASPO ValuePoint Master Agreement Number 200000035B

B&H Foto & Electronics Corp (Contractor)

This Participating Addendum Number 7-21-70-48-02 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and (hereafter referred to as “Contractor”) under the lead state of Alaska NASPO ValuePoint Master Agreement Number 200000035B.

1. SCOPE

- A. This Participating Addendum covers the purchase of Audio Video Equipment and Supplies under the Alaska NASPO ValuePoint Master Agreement. The Alaska NASPO ValuePoint Master Agreement Number 200000035B is hereby incorporated by reference. Product categories included under this Participating Addendum are identified in Section 5 (Available Products and Services).
- B. This Participating Addendum is available for use by California state agencies and local governments. A local government is defined as any city, county, city and county, district, or other local governmental body, school district or corporation empowered to expend public funds. The [State Agency Listing](https://www.ca.gov/agenciesall/) (<https://www.ca.gov/agenciesall/>) provides a comprehensive list of state agencies.
- C. Each local government is to make its own determination whether this Participating Addendum and the Alaska NASPO ValuePoint Master Agreement are consistent with its procurement policies and regulations.

2. TERM

- A. The term of this Participating Addendum shall begin upon signature approval by the State and will end September 30, 2022, or upon termination by the State, whichever occurs first.
- B. Lead State amendments to extend the NASPO ValuePoint Master Agreement term date are not automatically incorporated into this Participating Addendum. Extension(s) to the term of this Participating Addendum will be through a written amendment upon mutual agreement between the State and the Contractor.
- C. Order placement and execution shall be on or before the expiration of this Participating Addendum. However, delivery of products or completion of services may be after the Participating Addendum expiration date.

3. TERMS AND CONDITIONS/INCORPORATION OF DOCUMENTS

- A. Terms and conditions listed below are hereby incorporated by reference and made a part of this Participating Addendum as if attached herein and shall apply to the purchase of goods or services made under this Participating Addendum.
- 1) General Provisions – Information Technology (GSPD-401IT) effective 9/5/2014. This document can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Model-Contract-Language>).

4. ORDER OF PRECEDENCE

- A. In the event of any inconsistency between the articles, attachments, or provisions which constitute this agreement, the following descending order of precedence shall apply:
- 1) California Participating Addendum Number 7-21-70-48-02
 - 2) Alaska NASPO ValuePoint Master Agreement Number 200000035B
 - 3) Alaska Solicitation 190000044 including all Addendums
 - 4) Contractor's response to the Alaska Solicitation

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product and service offerings from the Alaska NASPO ValuePoint Master Agreement Number 200000035B are allowed under this Participating Addendum:
- 1) Category 1 – Audio Equipment
 - 2) Category 2 – Video Equipment
 - 3) Category 3 – Projection Equipment
 - 4) Category 4 – Photographic Equipment
 - 5) Category 5 – Screens/Display
 - 6) Category 6 – Peripherals/Accessories

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES

- A. The following service offerings are prohibited under this Participating Addendum.
- 1) Value-Add Services

These restrictions are not applicable to local governments.

- B. Product and service categories that are available on mandatory California statewide contracts cannot be purchased from this Participating Addendum by State agencies without an exemption. State agencies are responsible for obtaining an exemption from DGS prior to issuing a purchase order. This restriction is not applicable to local governments.

7. PRICING

- A. Contractor is responsible for providing the State Contract Administrator any revisions to the Contractor's NASPO ValuePoint Price List approved by the lead state in writing.
- B. Contractor shall not add new categories or groups of equipment or services under this Participating Addendum that were not originally included in the NASPO ValuePoint Master Agreement.
- C. Approved NASPO ValuePoint Price List will be posted on the State's Cal eProcure website.

8. AUTHORIZED RESELLERS

Authorized Resellers are not available for this Participating Addendum.

9. SUBCONTRACTORS

The Contractor shall perform the work contemplated with resources available within its own organization and no portion of the work shall be subcontracted.

10. ORDERING AGENCY RESPONSIBILITIES

- A. State agency and local government use of this Participating Addendum is optional.
- B. State agencies and local governments must follow the ordering procedures outlined within the User Instructions guide, administered by the State Contract Administrator, to execute orders against this Participating Addendum. User Instructions are posted on the State's Cal eProcure website.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the eleven product categories in the California Department of Resources Recycling and Recovery's State Agency Buy Recycled Campaign (SABRC) per Public Contract Code sections 12200-12217.
- B. Contractor will be required to complete and return a [Recycled-Content Certification form](https://www.calrecycle.ca.gov/contracts/forms) (https://www.calrecycle.ca.gov/contracts/forms) upon request by the state agency.

12. DELIVERY

- A. Delivery shall occur within 15 days after receipt of order, or as negotiated between ordering agency and contractor and included in the purchase order, or as otherwise stipulated in the NASPO ValuePoint Master Agreement.

- B. Free On Board (F.O.B.) Destination to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment terms for this Participating Addendum are net 45 days. Payment will be made in accordance with IT Commodities General Provisions Paragraph 30 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The State Participating Addendum Number and ordering agency purchase order number shall appear on each invoice for all purchases placed under this Participating Addendum.
- C. Contractor will accept the State of California credit card (CAL-Card) for payment of invoices.

14. USAGE REPORTING

- A. Contractor shall submit usage reports on a quarterly basis to the State Contract Administrator for all California entity purchases using the report template attached hereto as Attachment A. The report is due even when there is no activity.
- B. The DGS Contract Administrator reserves the right to modify Attachment A and require Contractor to provide additional order information during the course of this Agreement.
- C. The report shall be an Excel spreadsheet transmitted electronically to the [DGS Cooperatives mailbox](mailto:PDCooperatives@dgs.ca.gov) (PDCooperatives@dgs.ca.gov).
- D. Any report that does not follow the required format or that excludes information will be deemed incomplete. Contractor will be responsible for submitting corrected reports within five business days of the date of written notification from the State.
- E. Tax must not be included in the report, even if it is on the purchase order.
- F. Reports are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- G. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this contract.

- H. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor shall submit a check, payable to the State of California, remitted to the Cooperative Agreement Unit for the calculated amount equal to 1.25% of the sales for the quarterly period.
- B. Contractor must include the Participating Addendum Number on the check. Those checks submitted to the State without the Participating Addendum Number will be returned to Contractor for additional identifying information.
- C. Administrative fee checks shall be submitted to:
- State of California
Department of General Services, Procurement Division
Attention: Cooperative Agreement Program
707 3rd Street, 2nd Floor, MS 2-202
West Sacramento, CA 95605
- D. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- E. The administrative fee shall not be invoiced or charged to the ordering agency.
- F. Payment of the administrative fee is due irrespective of payment status on orders or service contracts from a purchasing entity.
- G. Administrative fee checks are due for each quarter as follows:

Reporting Period	Due Date
January 1 to March 31	April 30
April 1 to June 30	July 31
July 1 to September 30	October 31
October 1 to December 31	January 31

- H. Failure to meet administrative fee requirements and submit fees on a timely basis shall constitute grounds for suspension of this contract.

16. CONTRACT MANAGEMENT

- A. The primary Contractor Contract Manager for this Participating Addendum shall be as follows:

Contractor	Contract Manager
Name:	Dominique Costa
Phone:	212-239-7500
Fax:	212-239-7759
Email	NASPO@bhphoto.com
Address:	B&H Foto & Electronics Corp Attn: Dominique Costa 420 Ninth Ave. 5th Fl New York, NY 10001-2404

- B. The State Contract Administrator for this Participating Addendum shall be as follows:

State	Contract Administrator
Name:	Michael Wong
Phone:	916-441-9619
Fax:	N/A
Email	Michael.Wong@dgs.ca.gov
Address:	State of California Department of General Services Procurement Division 707 Third Street, 2nd Floor, MS 2-202 West Sacramento, CA 95605

- C. Should the contact information for either party change, the party will provide written notice with updated information no later than ten business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon 30 days prior written notice to the Contractor. Upon termination or other expiration of this Participating Addendum, each party will assist the other party in orderly termination of the Participating Addendum and the transfer of all assets, tangible and intangible, as may facilitate the orderly, non-disrupted business continuation of each party. This provision shall not relieve the Contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to the termination becoming effective.

18.AMENDMENT

No amendment or variation of the terms of this Participating Addendum shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or agreement not incorporated in the Participating Addendum is binding on any of the parties.

19.AGREEMENT

- A. This Participating Addendum and the Master Agreement together with its exhibits and/or amendments, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Participating Addendum and the Master Agreement, together with its exhibits and/or amendments, shall not be added to or incorporated into this Participating Addendum or the Master Agreement and its exhibits and/or amendments, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and conditions of this Participating Addendum and the Master Agreement and its exhibits and/or amendments shall prevail and govern in the case of any such inconsistent or additional terms.
- B. By signing below Contractor agrees to offer the same products/and or services as on the Alaska NASPO ValuePoint Master Agreement Number 200000035B, at prices equal to or lower than the prices on that contract.
- C. IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

STATE OF CALIFORNIA

Department of General Services

Agency Name



7/27/2021

Authorized Signature

Date Signed

Stephanne Lim / MAU2 Supervisor

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

Address

CONTRACTOR

B&H Foto & Electronics Corp

Contractor Name

Manny Steigman

7/23/2021

Authorized Signature

Date Signed

Manny Steigman

Printed Name/Title of Person Signing

420 Ninth Ave. 5th Fl
New York, NY 10001-2404

Address