

STATE OF CALIFORNIA
PARTICIPATING ADDENDUM NUMBER 7-26-70-57-01

AV Equipment and Services

Alaska NASPO ValuePoint Master Agreement Number 260000066-A

B&H Foto & Electronics Corp (Contractor)

This Participating Addendum Number 7-26-70-57-01 is entered into between the State of California, Department of General Services (hereafter referred to as “State” or “DGS”) and B&H Foto & Electronics Corp (hereafter referred to as “Contractor”) under the lead state of Alaska NASPO ValuePoint Master Agreement Number 260000066-A.

1. SCOPE

- A. This Participating Addendum covers the purchase of products under the Alaska NASPO ValuePoint Master Agreement. The Alaska NASPO ValuePoint Master Agreement 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 December 31, 2029, 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 may be up to 120 days 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) Information Technology - General Provisions - Non-Cloud Goods & Services, DGS PD 403-ITGP (Non-Cloud)
- B. Terms can be viewed on the [DGS Procurement Division website](https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts) (<https://www.dgs.ca.gov/PD/Resources/Page-Content/Procurement-Division-Resources-List-Folder/Required-Language-for-Solicitations-and-Contracts>).

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 7-26-70-57-01
 - 2) Alaska NASPO ValuePoint Master Agreement Number 260000066-A

5. AVAILABLE PRODUCTS AND SERVICES

- A. The following product offerings from the Alaska NASPO ValuePoint Master Agreement Number 260000066-A are allowed under this Participating Addendum:
- Category 1: Full Line Catalog
 1. Audio Equipment
 2. Video Equipment
 3. Photographic Equipment
 4. Screens/Display/ and Projection Equipment
 5. Peripherals/Accessories

6. RESTRICTIONS/DISALLOWED PRODUCTS AND SERVICES (STATE AGENCIES ONLY)

- A. The following restrictions apply to state agency purchases under this Participating Addendum:
- 1) Value-Added Services
 - 2) Cloud Solutions
 - 3) Leasing
- 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 a mandatory statewide contract exemption from DGS prior to issuing a purchase order.

7. PRICING

- A. Contractor's pricing is outlined in the Alaska NASPO ValuePoint Master Agreement Number 260000066-A.
- B. Contractor shall notify the State Contract Administrator of any amendments and pricing adjustments approved and executed by the state of Alaska.

8. AUTHORIZED RESELLERS

Authorized Resellers will not be used for this Participating Addendum.

9. SUBCONTRACTORS

Subcontractors will not be used for this Participating Addendum.

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.
- C. All purchase orders executed under this Participating Addendum shall include the Participating Addendum Number 7-26-70-57-01.

11. STATE AGENCY BUY RECYCLED CAMPAIGN (SABRC)

- A. State agencies are required to report purchases made within the product categories identified 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 ten (10) 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, freight prepaid by the Contractor, to the ordering agency's receiving point.

13. INVOICING AND PAYMENT

- A. Payment will be made in accordance with Information Technology General Provisions (Non-Cloud Goods and Services) – GSPD-ITGP (Non-Cloud) section 15.2 (Required Payment Date).
- B. Invoices shall be sent to the address identified in the ordering agency's purchase order. The 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 monthly basis detailing all invoiced California ordering agency purchases. A usage report is due even when there is no activity.
- B. A report template will be provided by the State Contract Administrator to the Contractor upon award and shall contain, but will not be limited to, the data elements identified below:
 - 1) Ordering Agency Name
 - 2) State/Local Spend
 - 3) Purchase Order
 - 4) Order Date
 - 5) Invoice Date
 - 6) Category
 - 7) Manufacturer Part Number (OEM #)
 - 8) Item Description
 - 9) Unit of Measure
 - 10) Quantity
 - 11) List Price/MSRP
 - 12) Unit Price Paid
 - 13) Extended Total Price Paid
 - 14) Index Date / Catalog Version
- C. The State Contract Administrator reserves the right to require the Contractor to provide additional order information, including copies of purchase order documents, during the term of the Participating Addendum.
- D. Reports shall be provided using the report template, in Excel format only, and submitted electronically to the [DGS Cooperatives mailbox](mailto:PD Cooperatives@dgs.ca.gov) (PD Cooperatives@dgs.ca.gov).

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- E. 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 (5) business days of the date of written notification from the State.
- F. Tax must not be included in the report, even if it is on the purchase order.
- G. Reports are due by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the report will be due on the following Monday.
- H. Failure to meet reporting requirements and submit the reports on a timely basis shall constitute grounds for suspension of this Participating Addendum.
- I. Time extensions may be approved only if all due reports have been submitted to the State.

15. ADMINISTRATIVE FEE

- A. Contractor is required to remit to DGS an administrative fee amount equal to 1.25% of the sales for the monthly reporting period less freight, taxes, returned products and credits. (For example, if the net invoiced sales for the reporting period totals \$100,000.00, the incentive fee due to DGS would be \$1,250.00.)
- B. The administrative fee shall not be included as an adjustment to Contractor's NASPO ValuePoint Master Agreement pricing.
- C. The administrative fee shall not be invoiced or charged to the ordering agency.
- D. Payment of the administrative fee is due irrespective of payment status from ordering agencies.
- E. Payment may be made in the form of an electronic payment using the [LPA Payment Portal website](https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) (https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/Access-LPA-Payment-Portal) or by submitting a check payable to the State of California, Department of General Services.
- F. Administrative fee payments made by check must include the Participating Addendum Number on the check and be submitted to the following address:

Department of General Services
Procurement Division
Attn: MAPS Payment Processing
707 Third Street, 2nd Floor
West Sacramento, CA 95605

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G. Administrative fee payments are due by the 15th day following the ending of the reporting period (previous calendar month). Note: If the due date falls on a Saturday or Sunday, the administrative fee payment will be due on the following Monday.

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

16. CONTRACT MANAGEMENT

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

Contractor	Contract Manager
Name:	Lauren Bunte
Phone:	212-239-7500
Email	b2bcontracts@bhphoto.com
Address:	B&H Foto & Electronics Corp Attn: Lauren Bunte 420 Ninth Avenue New York, NY 10001

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

State	Contract Administrator
Name:	Katelynne Leisenring
Phone:	(279) 946-8129
Email	katelynne.leisenring@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 (10) business days after the change.

17. TERMINATION OF AGREEMENT

The State may terminate this Participating Addendum at any time upon thirty (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. NEWS RELEASES

Unless otherwise exempted, news releases, endorsements, advertising, and social media content pertaining to this Participating Addendum shall not be made without prior written approval from the State.

20. 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 this Participating Addendum, Contractor agrees to offer the same products/services available on the Alaska NASPO ValuePoint Master Agreement Number 260000066-A, at prices equal to or lower than the prices on that agreement.

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

STATE OF CALIFORNIA


CONTRACTOR

Department of General Services

B&H Foto & Electronics Corp

Agency Name

Contractor Name

Julie Matthews  Digitally signed by Julie Matthews
Date: 2026.05.20 09:32:19 -07'00' **5/20/26**

DocuSigned by: **Manny Steigman** 5/15/2026

Authorized Signature Date Signed

Authorized Signature Date Signed

Julie Matthews, MAU2 Supervisor

Manny Steigman VP Marketing

Printed Name/Title of Person Signing

Printed Name/Title of Person Signing

707 Third Street
West Sacramento, CA 95605

420 Ninth Avenue
New York, NY 10001

Address

Address