



For Audio Video Equipment and Services between the State of Alaska and B&H Foto & Electronics Corporation dba B&H Photo Video

This Participating Addendum is entered into by the State of Alaska ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 260000066 A, executed by Contractor and the State of Alaska ("Lead State") for Audio Video Equipment and Services ("Master Agreement"):

B&H Foto and Electronics Corp. ("Contractor")
dba B&H Foto Video 420 Ninth Ave.
New York, NY 27526

I. THE FOLLOWING PRODUCT CATEGORIES ARE INCLUDED IN THIS CONTRACT PORTFOLIO:

- ☒ **Category 1 – Audio Equipment** ☒
- Category 2 – Video Equipment**
- ☒ **Category 3 – Photographic Equipment**
- ☒ **Category 4 – Screens/Display/and Projection Equipment**
- ☒ **Category 5 – Peripherals/Accessories**

II. PARTICIPATING ADDENDUM CONTACTS.

For Contractor:	For Participating Entity:
Ermelinda Laci	Jennifer Krick
Manager, Contracts & Strategic Partnerships	Contracting Officer IIII
lindal@bhphoto.com	jennifer.krick@alaska.gov
212-239-7500 ext. 2722	907-465-5680

Any notice required herein shall be sent to the above.

- III. TERM.** This Participating Addendum is effective as of the date of the last signature below and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.
- IV. PARTICIPATION AND USAGE.** Use of specific NASPO ValuePoint cooperative contracts by Alaska Executive Branch departments and governmental entities is authorized by an individual state's statutes to use state/entity contracts and may be subject to the acknowledgement of the respective State Chief Procurement Official. Governmental entities eligible to use such contracts include the Alaska Legislative Branch, the Alaska Court System, the University of Alaska, State Boards and Commissions, Federally Recognized Tribes, and all State of Alaska political subdivisions, including cities, boroughs, and school districts. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official. It will be the responsibility of the Purchasing Entity to comply with any legal or regulatory, applicable provisions. By signing and entering into this Participating Addendum, the Participating Entity certifies that they have obtained all of the acknowledgements and approvals required by state or local law or regulation. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

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- V. GOVERNING LAW.** This Addendum and any orders placed through this Addendum are governed by the laws of the State of Alaska. If the Contractor has a claim arising in connection with the agreement that it cannot resolve with the state by mutual agreement, it shall pursue the claim, if at all, in accordance with the provisions of AS 36.30.620 – AS 36.30.632. To the extent not otherwise governed by the preceding, the claim shall be brought only in the Superior Court of the State of Alaska and not elsewhere.
- VI. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
 - b. Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum

Any conflict between this Participating Addendum and the Master Agreement will be resolved in favor of the Participating Addendum. The terms of this Participating Addendum, including those modifying or adding to the terms of the Master Agreement, apply only to the Parties and shall have no effect on Contractor's participating addenda with other participating entities or Contractor's Master Agreement with the Lead State.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum ("PA") Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.
- VIII. SHIPPING AND DELIVERY.**
- i.** All deliveries will be F.O.B. Destination (including Alaska and Hawaii), freight pre-paid are included on quotes and other summary totals, with all transportation and handling charges paid by the Contractor. Responsibility and liability for loss or damage shall remain the Contractor's until final inspection and acceptance when responsibility will pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.
 - ii.** The Contractor shall provide the option for deliveries to be designated as "Inside Deliveries" to ensure sensitive AV equipment and supplies will not be compromised by environmental elements. This inside delivery option will be designated by a representative of the Purchasing Entity placing the Order. Inside Delivery refers to a delivery to other than a loading dock, front lobby, or reception area. Specific delivery instructions will be noted on the order form or Purchase Order.
 - iii.** AV equipment and supplies must be delivered within ten (10) calendar days ARO, unless a longer delivery time is agreed to by the Participating Entity. Contractor will be required to notify the Purchasing Entity within 24 hours of order placement if delivery cannot be completed as required by the Contract. Upon receipt of such notice, or upon failure to deliver within the specified time, the Purchasing Entity may cancel the order without penalty and make the purchase elsewhere.
 - iv.** Delivery F.O.B. Destination must be included in pricing, no additional delivery fees may be charged except for additional shipping terms like special packaging (e.g. hazardous materials), handling (e.g. next day delivery required), lift gate delivery or a special pricing arrangement has been made between the

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manufacturer and the Participating Entity that will require the Contractor to charge additional shipping. These items must be marked/flagged in the ordering system to clearly identify that they are subject to additional charges.

- v. Contractor shall properly package and handle all items ordered under the resulting Contract, in accordance with industry standards and all applicable regulations. Packaging should meet all applicable environmental and sustainability efforts.
- vi. All products must be delivered in the manufacturer's standard package. Costs shall include all packing and/or crating charges. Cases will be of durable construction, good condition, properly labeled and suitable in every respect for storage and handling of contents. Each shipping carton will be marked with the commodity, brand, quantity, item code number and the Purchasing Entity's Purchase Order number.
- vii. With delivery of the equipment, Contractor shall furnish to the Purchasing Entity, a complete instruction manual for the equipment with full instructions on operation of the equipment and preventative and corrective maintenance procedures.
- viii. With exceptions being made for holidays, special orders and backorders. Contractor must contact the Purchasing Entity to notify them of any deliveries that will not be made within seven(7) calendar days, along with an explanation with the actual delivery date and the reason for the delay. In the interest of clarification, the following days are generally listed as State Holidays and all State office buildings would be closed:
 - New Year's Day
 - Martin Luther King Jr.'s Birthday
 - Presidents' Day
 - Memorial Day
 - Juneteenth
 - Independence Day
 - Labor Day
 - Veteran's Day
 - Thanksgiving Day (and in certain jurisdictions, the Day after Thanksgiving)
 - Christmas Day
- ix. Also, every day designated by public proclamation by the President of the United States, or the Governor of that State as a legal holiday. If any holiday listed above falls on a Saturday, Saturday and the preceding Friday are both legal holidays. If the holiday falls on a Sunday, Sunday and the following Monday are both legal holidays.
- x. Late Delivery and Failure to Deliver: Contractor must deliver the equipment and supplies ordered pursuant to the resulting Master Agreement in accordance with all of the terms and conditions contained in the Master Agreement. Repeated failure to meet specified delivery requirements may result in Master Agreement termination, or the Lead State may pursue any other remedies that may be available to it, at its discretion.

IX. FEDERAL FUNDING REQUIREMENTS. Orders funded with federal funds may have additional contractual requirements or certifications that must be satisfied at the time the Order is placed or upon delivery. When applicable, a Purchasing Entity will identify in the Order any alternative or additional requirements related to the use of federal funds. By accepting the Order, Contractor agrees to comply with the requirements set forth therein. **X. PARTICIPATING ENTITY REPORTING REQUIREMENTS AND ADMINISTRATIVE FEE.**

- a. **Required Reports:** Contractor must submit quarterly reports to doa.oppm.vendorreport@alaska.gov and "Cc" the Contracting Officer assigned by the State to manage this contract. The contractor shall provide the State of Alaska with an electronic usage report (Excel) which will list the following information at the minimum: description of items purchased, date of purchase, contract price, retail price, the extended price for each transaction, and purchasing entity. Purchasing entities include those eligible mentioned in section III of this participant addendum.

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These reports are due 30 days after the end of the quarter.

First Quarter: July 1 through September 30
Second Quarter: October 1 through December 31
Third Quarter: January 1 through March 31
Fourth Quarter: April 1 through June 30

- i. **Administrative Fee:** Effective upon final signature, the Contractor shall submit payment via check (or ACH), payable to the State of Alaska, remitted to the Department of Administration, Office of Procurement and Property Management, for the calculated amount equal to **1.5%** of the net sales for the quarterly period.

Contractor must include the PA Number on the check. The check must also reference the applicable fiscal quarter/year (or date span) to ensure proper receipt and accounting. Those checks submitted to the State without this information may be returned to Contractor for additional identifying information.

- ii. Administrative fee checks shall be submitted to:

**State of Alaska
Department of Administration
ATTN: Office of Procurement and Property Management
PO Box 110214
Juneau, AK 99811-0214**

- iii. The administrative fee shall not be included as an adjustment to Contractor's Master Agreement pricing and shall not be invoiced or charged to the Participating Entity.
- iv. Payment of the administrative fee is due irrespective of payment status on any orders from a Purchasing Entity.
- v. Administrative fee checks are due for each quarter as follows:

<u>Reporting Period</u>	<u>Due Date</u>
State Fiscal Quarter 1 (Jul 1 - Sept 30):	Nov 15
State Fiscal Quarter 2 (Oct 1 - Dec 31):	Feb 15
State Fiscal Quarter 3 (Jan 1 - Mar 31):	May 15
State Fiscal Quarter 4 (Apr 1 - Jun 30):	Aug 15

- vi. The State of Alaska prefers vendors receive payment via Electronic Funds Transfer (EFT). Vendors may review information concerning the EFT process and access the Electronic Payment Agreement Form for Vendors at the following link: <https://doa.alaska.gov/dof/vendor.html>.

- b. Any quarter with zero sales must be reported as zero sales. This should still go to doa.oppm.vendorreport@alaska.gov, with a Cc to the assigned contracting officer if desired, but the vendor reporting email should always be the primary email for these reports, with or without sales.

XI. CANCELLATION. By signing this Addendum, the Contractor certifies that they will not support or participate in a boycott of the State of Israel. Failure to comply with this requirement may cause the state to cancel this participating addendum ([Alaska Administrative Order No. 352](#)).

XII. BUSINESS LICENSE: Contractor shall within 30-days of signature provide a copy of the Alaska Business License and shall maintain a valid business license during the term of the Master Agreement and any renewals or extensions granted by the Lead State.

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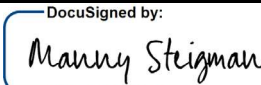


- XIII. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

SIGNATURE

The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this Participating Addendum and bind the Party hereto.

IN WITNESS WHEREOF, the Parties have executed this Participating Addendum.

CONTRACTOR: B&H Foto & Electronics Corp.	PARTICIPATING ENTITY: State of Alaska
DocuSigned by:  Signature: 8A98CC559BF743B...	Signature: 
Printed Name: Manny Steigman	Printed Name: Jennifer Krick
Title: VP Marketing	Title: Contracting Officer 4
Date: 1/21/2026	Date: 01/21/2026