

NASPO ValuePoint
PARTICIPATING ADDENDUM



AUDIO VIDEO EQUIPMENT and SUPPLIES
Led by the State of Alaska

Master Agreement #: 200000035 B
Contractor: **B&H PHOTO VIDEO**
Participating State: **STATE OF IOWA**

The following product categories are included in this contract portfolio:

- CATEGORY 1 – AUDIO EQUIPMENT**
- CATEGORY 2 – VIDEO EQUIPMENT**
- CATEGORY 3 – PROJECTING EQUIPMENT**
- CATEGORY 4 – PHOTOGRAPHIC EQUIPMENT**
- CATEGORY 5 – SCREENS/DISPLAYS**
- CATEGORY 6 – PERIPHERALS/ACCESSORIES**

Master Agreement Terms and Conditions:

1. **Scope:** This addendum covers the Audio Video Equipment and Supplies contract led by the State of Alaska for use by state agencies and other entities located in the Participating State Iowa authorized by that State’s statutes to utilize State contracts with the prior approval of the State’s Chief Procurement Official.
2. **Participation:** The NASPO ValuePoint Master Agreement may be used by all state agencies, institutions of higher institution, political subdivisions and other entities authorized to use statewide contracts in the State of Iowa. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Within the State of Iowa, all state agencies, state facilities, cities, counties or education entities or any entity funded in part with state tax dollars, are eligible purchasers and authorized to purchase Products and Services under the terms of this Participating Addendum in lieu of a separate competitive selection process.

3. **Participating State Modifications or Additions to The Master Agreement:** Modifications or additions apply only to actions and relationships within the Participating State.
 - A. **Payment Terms:** Payment for completion of a contract order is normally made within 30 days following the date the entire order is delivered or the date a correct invoice is received, whichever is later. After 60 days the Contractor may assess overdue account charges up to a maximum rate of one percent per month on the outstanding balance. Payments will be remitted by mail. Payments may be made via a State or political subdivision "Purchasing Card" with no additional charge.
 - B. **Discounts:** The Contractor’s stated prices on the Contractor’s approved State of Iowa NASPO ValuePoint Master Agreement web site shall be discounted using the discounts and price lists approved and agreed to with NASPO ValuePoint Master Price

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Agreement and by Participating State by signing this Participating Addendum. The stated discounts are considered to be the minimum discount offered. The Contractor and/or its Fulfillment Partners may offer, within written quotes, a higher discount than the approved minimum discount for volume purchases or for competitive reasons.

- C. **Affirmative Action:** The Contractor, its employees, agents, and subcontractors shall not engage in discriminatory employment practices which are forbidden by federal or state law, executive orders, and rules of the Iowa Department of Administrative Services. The Contractor, its employees, agents, and subcontractors shall comply with all applicable federal, state, and local laws, rules, ordinances, regulations, orders when performing under the Contract, including without limitation, all laws applicable to the prevention of discrimination in employment (e.g., Iowa Code chapter 216 and section 19B.7) and the use of targeted small businesses as subcontractors and suppliers. Upon the State's written request, the Contractor shall submit to the State a copy of its affirmative action plan, containing goals and time specifications, and accessibility plans and policies as required under Iowa Administrative Code chapter 11—121.
- D. **Reports:** The Contractor shall submit quarterly reports to the Participating State Contract Administrator showing all sales made quarterly against this Participating Addendum within the State of Iowa. Such reports will show the quantities and dollar volume of purchases by each Purchaser.

Schedule:

| Quarter Ending | Report Due |
|-----------------------|-------------------|
| March 31 | May 31 |
| June 30 | August 31 |
| September 30 | November 30 |
| December 31 | February 28 |

- E. **Administrative Fees:** Without affecting the approved Product or Service prices or discounts specified in the Master Agreement and this Participating Addendum, the State of Iowa shall be entitled to receive a one percent (1.00%) administrative fee on all sales made within the State of Iowa against this agreement. The administration fee due to the State of Iowa shall be paid quarterly by Contractor directly to the Participating State, made payable to the "Iowa Department of Administrative Services".

Send to:
State of Iowa - DAS/Central Procurement
Attention: DAS-CP COO
1305 East Walnut Street
Des Moines, IA50319

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4. **Subcontractors:** All contactors, dealers, and resellers authorized in the State of Iowa, as shown on the dedicated Contractor (cooperative contract) website, must be approved by the State of Iowa in order to provide sales and service support to participants in the NASPO ValuePoint Master Agreement. The contractor's dealer participation will be in accordance with the terms and conditions set forth in the aforementioned Master Agreement.
5. **Orders:** Any order placed by a Participating State or Purchasing Entity for a product and/or service available from this Master Agreement shall be deemed to be a sale under (and governed by the prices and other terms and conditions) the Master Agreement unless the parties to the order agree in writing that another contract or agreement applies to such order.
6. The term of this Participating Addendum shall begin on the date of last signature below. The term shall continue for a period ending on the Termination Date of the Master Agreement or when this Participating Addendum is terminated in accordance with the Master Agreement, whichever shall occur first.
7. **Notices:** Notwithstanding anything contained in the Master Agreement to the contrary, all notices required or permitted under this Participating Addendum will be in writing and will be deemed given: (a) when delivered personally; (b) when sent by confirmed facsimile or electronic mail; (c) three (3) days after having been sent by registered or certified mail, return receipt requested, postage prepaid; or (d) one (1) day after deposit with a commercial express courier specifying next day delivery, with written verification of receipt. All communications will be sent to the addresses set forth in Section 8 of this Participating Addendum.
8. **Primary Contacts:** The primary contact individuals for this Participating Addendum are as follows (or their named successors):

Contractor

| | |
|-------------------|--|
| Name: | B&H Foto and Electronics Corp. DBA B&H Photo Video |
| Address: | 420 Ninth Avenue, New York, NY 10001 |
| Telephone: | 212-239-7500 ext. 2266 |
| Email: | israelm@bhphoto.com |

Participating Entity

| | |
|-------------------|-------------------------|
| Name: | State of Iowa |
| Address: | 1305 East Walnut Street |
| Telephone: | 515-242-5005 |
| Email: | David.kundid@iowa.gov |

9. **Entire Agreement:** This Participating Addendum and the Master Agreement (including all amendments and attachments thereto) constitute the entire agreement between the parties concerning the subject matter of this Participating Addendum and replaces any prior oral or written communications between the parties, all which are excluded. There

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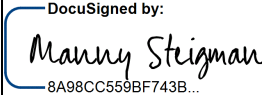


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are no conditions, understandings, agreements, representations or warranties, expressed or implied, that are not specified herein, This Participating Addendum may be modified only by a written document executed by the parties hereto.

- 10. Shipping Terms:** All standard carrier (UPS, FedEx or USPS) deliveries will be FOB destination with all shipping paid for by B&H. Products that cannot be shipped via standard carrier due to their size or weight may be charged a reasonable shipping cost. Expedited deliveries or special delivery requests, other than those mentioned in the solicitation will be offered at an additional cost.

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

| | |
|--|---|
| Participating State: State of Iowa | Contractor: B&H Foto and Electronics Corp. |
| Signature:  | Signature:  |
| Name: David Kundid | Name: Manny Steigman |
| Title: Purchasing Agent III | Title: VP Marketing |
| Date: 6/4/2020 | Date: 6/10/2020 |