



April 30, 2019

Mr. Barry Eisenberg  
Manager - Contracts  
B&H foto & Electronics Corp.  
420 Ninth Ave.  
New York, NY 10001  
[barrye@bhphoto.com](mailto:barrye@bhphoto.com)

Re: Renewal Award of Contract #R160901

Dear Mr. Eisenberg:

Per official action taken by the Board of Directors of Education Service Center, Region 4 on April 23, 2019, Region 4 ESC is pleased to announce that B&H foto & Electronics Corp. has been awarded an annual contract renewal for the following, based on the sealed proposal submitted to Region 4 on July 7, 2016, and subsequent performance thereafter:

**Contract**

Audio Visual Equipment, Accessories and Services

The contract will expire on September 30, 2020, completing the fourth year of a five-year term contract. The contract is available through OMNIA Partners, Public Sector. Your designated OMNIA Partners, Public Sector contact is Deborah Bushnell, at (713) 554-7348 or [deborah.bushnell@omniapartners.com](mailto:deborah.bushnell@omniapartners.com).

The partnership between B&H foto & Electronics Corp., Region 4 and OMNIA Partners, Public Sector can be of great help to participating agencies. Please provide copies of this letter to your sales representative(s) to assist in their daily course of business.

Sincerely,

DocuSigned by:  
  
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Robert Zingelmann  
Chief Financial Officer, Finance and Operations Services



**Contract Amendment Number One**

to

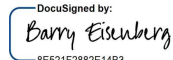
**R160901 B&H Foto & Electronics Corp. – Audio Visual Equipment, Accessories and Services**

Effective upon the later of (i) September 1, 2018 or (ii) the execution by Supplier and National IPA (as defined below) of an administration agreement by and between Supplier and National IPA, this Contract is amended as follows:

1. Region 4 Education Service Center is partnering with National Intergovernmental Purchasing Alliance Company, an affiliate of OMNIA Partners, Inc. (“National IPA”) to make the Contract (also known as the “Master Agreement” in materials distributed by National IPA) available to public agencies that register with National IPA (“Participating Agencies”).
2. Any references to “The Cooperative Purchasing Network,” “TCPN,” “TCPN Management Group,” and “TCPN Management Group, LLC” are struck.
3. All administrative fees, sales reporting and administrative fee payment language is struck from the Contract.
4. All other provisions of the Contract shall remain in their entirety.

**B&H FOTO & ELECTRONICS CORP.:**

Supplier hereby acknowledges receipt of and understanding of this Amendment.

DocuSigned by:  
  
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Signature  
Barry Eisenberg

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Name  
Manager- Contracts

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Title  
9/12/2018

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Date

**REGION 4 EDUCATION SERVICE CENTER:**

The above referenced Contract Amendment is hereby Executed.

DocuSigned by:  
  
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Signature  
Robert Zingelmann

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Name  
Chief Financial Officer

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Title  
10/22/2018

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Date

DB



Audio Visual Equipment, Accessories and Services  
Executive Summary

**Lead Agency:** Region 4 Education Service Center

**Solicitation:** RFP# 16-09

**RFP Issued:** June 8, 2016

**Pre-Proposal Date:** June 16, 2016

**Response Due Date:** July 7, 2016

**Proposals Received:** 16

**Awarded to: B&H foto Electronics # R160901**

The Board of Directors of Region 4 Education Service Center (ESC), with the assistance of The Cooperative Purchasing Network (TCPN), issued RFP 16-09 for Audio Visual Equipment, Accessories and Services on June 8, 2016, to establish a national cooperative contract for audio visual equipment, accessories and services.

National Cooperative language was included in the RFP, A. Introduction, I. Background and Region 4 Education Service Center. It states:

*Region 4 Education Service Center ("Region 4 ESC" herein "Lead Public Agency") on behalf of itself and all state, local governments, school districts, and higher education institutions in the United States of America, and other governmental agencies and non-profit organizations (herein "Participating Agencies") solicits proposal from qualified Offerors to enter into a Vendor Contract ("Contract") for the goods or services solicited in this proposal.*

*Contracts are approved and awarded by a single governmental entity, Region 4 ESC, and are only available for use and benefit of all entities complying with state procurement laws and regulations (public and private schools, colleges and universities, cities, counties, non-profits, and all governmental entities). These types of contracts are commonly referred to as being "piggybackable."*

Notice of the solicitation was sent to potential offerors, as well as advertised in the following:

- Region 4 Education Service Center website
- The TCPN website
- Arizona Business Gazette, AZ
- San Bernardino Sun, CA
- Honolulu Star - Advertiser, HI
- The Herald News – Will County, IL
- The Advocate - New Orleans, LA
- USA Today
- The New Jersey Herald, NJ
- Times Union, NY
- Daily Journal of Commerce, OR
- The State, SC
- Deseret News, UT
- Richmond Times, VA
- The Olympian, WA
- Houston Community Newspapers (Cy Creek Mirror), TX

On July 7, 2016 proposals were received from the following offerors:

- Adorma Inc.
- Audio Visual Experts
- Audio Visual Innovations, Inc.
- B&H foto Corp.
- Best Buy For Business
- Clearwing Productions Incorporated
- Commercial Sales & Service, Inc.
- CompView
- Designs That Compute dba Visionality
- ISI Automation Intl., Inc.
- Newline Interactive Inc.
- ProComputing Corporation
- School Specialty, Inc.
- Troxell Communications, Inc.
- Whitlock

The proposals were evaluated by an evaluation committee. Using the evaluation criteria established in the RFP, the committee elected to recommend awards to B&H foto Electronics Corp., Clearwing Productions Incorporated and Troxell Communications. Each vendor submitted comparable proposals with comparably competitive pricing and product ranges.

On Tuesday, August 23, 2016 the Board of Directors of Region 4 Education Service Center (ESC) approved the awards for audio visual equipment, accessories and services.

The Board of Directors of Region 4 Education Service Center and The Cooperative Purchasing Network (TCPN) executed the agreement with a contract effective date of October 1, 2016.

Term: Initial three (3) year agreement effective October 1, 2016 through September 30, 2019 with the option to renew for two (2) additional one-year periods through September 30, 2021.

APPENDIX A  
VENDOR CONTRACT AND SIGNATURE FORM

*This Vendor Contract and Signature Form ("Contract") is made as of August 23, 2016, by and between B&H foto Electronics Corp. and Region 4 Education Service Center ("Region 4 ESC") for the purchase of **Audio Visual Equipment, Accessories and Services.***

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.
- 1.4 Purchasing procedure:
  - Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO "Per TCPN Contract # R\_\_\_\_\_."
  - Vendor delivers goods/services directly to the participating agency.
  - Awarded vendor invoices the participating agency directly.
  - Awarded vendor receives payment directly from the participating agency.
  - Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

## **ARTICLE 2- ANTICIPATED TERM OF AGREEMENT**

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based on the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC's intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

## **ARTICLE 3- REPRESENTATIONS AND COVENANTS**

- 3.1 **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being "piggybackable".
- 3.2 **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3 **Offeror's Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

## **ARTICLE 4- FORMATION OF CONTRACT**

- 4.1 **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor's contract document shall not become part of Region 4 ESC's contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2 **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.
- 4.3 **Entire Agreement (Parol evidence):** The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4 **Assignment of Contract:** No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise

approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).

- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
  - General terms and conditions
  - Specifications and scope of work
  - Attachments and exhibits
  - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

## **ARTICLE 5- TERMINATION OF CONTRACT**

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
  - ii. Providing work and/or material that was not awarded under the contract;
  - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
  - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;
  - v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
  - vi. Performing work or providing services under the contract prior to receiving an authorized purchase order from Region 4 ESC or participating member prior to such work

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

- 5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.
- 5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.
- 5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.
- The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.
- 5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

## **ARTICLE 6- LICENSES**

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.



- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

#### **ARTICLE 7- DELIVERY PROVISIONS**

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

#### **ARTICLE 8- BILLING AND REPORTING**

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at [reporting@tcpn.org](mailto:reporting@tcpn.org). Reports are due on the **fifteenth (15<sup>th</sup>)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
  - TCPN Contract Number
  - Reporting Period/Year
  - Entity Name
  - Entity Address ( Including Street, City, State & Zip)
  - Entity Purchase Order Number (Individual Purchase Order Numbers)
  - Purchase Order Date
  - Gross Sale Amount
  - Administrative Fee (Based on Gross Sale Amount)
  - If there are no sales to report, Vendor is still required to communicate that information via email

## ARTICLE 9- PRICING

- 9.1 **Best price guarantee:** The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.
- 9.2 **Price increase:** Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.3 **Additional Charges:** All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.
- 9.4 **Price reduction and adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.
- 9.5 **Prevailing Wage:** It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.
- 9.6 **Administrative Fees:** All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay 2% administrative fees monthly to TCPN. Administrative fees must be paid net 30 days after TCPN acceptance of the vendor's monthly report.

## ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

## ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.
- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

## ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and

the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

### **ARTICLE 13- MISCELLANEOUS**

- 13.1 **Funding Out Clause:** Any/all contracts exceeding one (1) year shall include a standard "funding out" clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity's current revenue only, provided the contract contains either or both of the following provisions:

"Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract."

- 13.2 **Disclosures:** Offeror affirms that he/she has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor or service to a public servant in connection with this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity:** The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.
- 13.4 **Franchise Tax:** The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.
- 13.5 **Marketing:** Awarded vendor agrees to allow Region 4 ESC/TCPN to use their name and logo within website, marketing materials and advertisement. Any use of TCPN name and logo or any form of

publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from TCPN.

- 13.6 **Certificates of Insurance:** Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days' notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.
- 13.7 **Legal Obligations:** It is the Offeror's responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.
- 13.8 **Open Records Policy:** Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

**VENDOR CONTRACT SIGNATURE FORM**

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Offeror and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: 120 days from date of contract award

Company name B&H foto & Electronics Corp.  
Address \_\_\_\_\_  
City/State/Zip Ely Lenik  
B & H foto & Electronics Corp / Bid Officer  
Telephone No. 420 Ninth Ave., New York NY 10001  
Tel: 212-239-7503 / 800-947-8003 Ext. 4698  
Fax No. Fax: 212-239-7509 / 800-743-0895  
Email address Email: ElyL@bhphoto.com  
Printed name \_\_\_\_\_  
Position with company \_\_\_\_\_  
Authorized signature Ely Lenik

Accepted by The Cooperative Purchasing Network:

Term of contract October 1, 2016 to September 30, 2019

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

[Signature]  
Region 4 ESC Authorized Board Member

8/23/2016  
Date

Away Reyes  
Print Name

Scotty Bass  
Region 4 ESC Authorized Board Member

8/23/2016  
Date

SCOTTY BASS  
Print Name

TCPN Contract Number R160901

Appendix B:  
**PRODUCT / SERVICES SPECIFICATIONS**

Region 4 Education Service Center (ESC 4) is seeking highly qualified vendor for **Audio Visual Equipment, Accessories and Services** on a national basis. Offerors must be able to accommodate a nationwide demand for products/services and to fulfill obligations as a nationwide Supplier. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The intent of this solicitation is to establish a contract for a comprehensive product offering with the ability to provide eligible public agencies with multiple solutions to meet their needs. Therefore, Offerors are encouraged to offer their complete catalog and services including but not limited to the following categories:

- **Audio Solutions**
  - *Acoustic Materials, Audio Players/Recorders, Listening Centers, PA System, Portable Sound Systems, etc.*
- **Photography**
  - *Digital Cameras, Camcorders, Aerial Imaging & Drones, Lenses, Tripods, etc.*
- **Presentation & Displays**
  - *Document Cameras, Monitors, Projectors, Screens, Video Walls, etc.*
- **Production & Lighting Equipment**
  - *Audio, Recording, Video, Lighting Control, Portable Lighting Control Systems, etc.*
- **Signal Management**
  - *Radio Frequency, Meters & Monitoring, etc.*
- **Services**
  - *Installation, Remote Management, Onsite Management, Technical Support, etc.*
- **TV's Entertainment**
  - *Blu Ray & DVD Players, Gaming, Televisions, Media Players, Theater Projectors, etc.*
- **Accessories**
  - *Microphones, Headphones, A/V Lifts, Cables, Carts, Lecterns, Mounts, etc.*

**Related Services**

Offerors shall submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

**Ordering Capabilities**

Offerors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.

### **Product/Price Updates**

New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC. At no time is the Supplier allowed to unilaterally change products or pricing. Vendors shall be responsible for notifying Region 4 ESC of all obsolete and discontinued products in writing and in a timely manner.

It is the Vendor's responsibility to provide Region 4 ESC with an up-to-date price list for the duration



## Appendix C:

### PRICING

- Offerors shall provide a price in the format of a percentage discount off a verifiable price index. Offerors may submit discounts for various manufacturers. Discounts will remain firm and will include all charges that may be incurred in fulfilling requirement(s).
- Offerors are encouraged to offer additional discounts for one time delivery of large single orders to Region 4 ESC and member agencies. Region 4 ESC and or member agencies should seek, to negotiate additional price concessions based on quantity purchases of any products offered under the Contract. Members shall document their files accordingly.
- Awarded Vendor(s) may conduct sales promotions involving price reductions for a specified lesser period. Vendor(s) shall submit to Region 4 ESC documentation identifying the proposed (1) starting and ending dates of the promotion, (2) products involved, and (3) promotional prices compared to then-authorized prices. Promotional prices shall be available to Region 4 ESC and all member agencies.
- Offerors must submit products, services, warranties, etc. in price list.
- Installation charges shall be clearly identified when applicable.
- Prices listed will be used to establish the extent of a manufacturer's product lines, services, warranties, etc. that are available from a particular offeror and the pricing per item.
- For line item pricing, electronic price lists must contain manufacturer part #, vendor part # (*if different from manufacturer part #*); description ; manufacturers list price and net cost to Region 4 ESC (including freight)
- Media submitted for price list must include the Offerors' company name, name of the solicitation, and date on **Flash Drive (i.e. Pin or Jump Drives)**.
- *Please submit price lists and/or catalogs in excel or delimited format only.*

#### **Not to Exceed Pricing**

- All pricing submitted shall be "minimum discount ceiling" or "not-to-exceed" pricing. Region 4 ESC requests pricing be submitted as not to exceed for any participating entity.
- Unlike fixed pricing the awarded vendor can adjust submitted pricing lower if needed but, cannot exceed original pricing submitted for solicitation.
- Cost plus a percentage off as a primary pricing mechanism is not acceptable.
- Vendor must allow for lower pricing to be available for similar product and service purchases.

Appendix D:

**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

*Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).*

**Check one of the following responses to the General Terms and Conditions:**

We take no exceptions/deviations to the general terms and conditions

*(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)*

We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

*(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)*

Section/Page	Term, Condition, or Specification	Exception/Deviation	Region 4 Accepts



## Vendor Contract Launch

Vendors must commit to attending a contract launch meeting with a member of the Business Development Team should they be awarded a contract with Region 4 ESC through this RFP. Vendor contract launches are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

It is highly recommended that the individuals who will handle contract management, reporting and marketing are in attendance.

If awarded, please provide contact information for scheduling:

B & H FOTO & ELECTRONICS CORP

Vendor

ELY LENIK

Point of Contact

CONTRACTS + EPROCUREMENT

Title

800-947-8003 x 4698

Phone Number

ELYL@BHfOTO.com

Email Address

Signature: ely lenik

Date: 06/29/16

Appendix E:  
**QUESTIONNAIRE**

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

**1. States Covered**

Offeror must indicate any and all states where products and services can be offered.  
Please indicate the price co-efficient for each state if it varies. *(if applicable)*

**50 States & District of Columbia** (Selecting this box is equal to checking all boxes below)

- |  |  |
|--|--|
| <input checked="" type="checkbox"/> Alabama              | <input checked="" type="checkbox"/> Montana        |
| <input checked="" type="checkbox"/> Alaska               | <input checked="" type="checkbox"/> Nebraska       |
| <input checked="" type="checkbox"/> Arizona              | <input checked="" type="checkbox"/> Nevada         |
| <input checked="" type="checkbox"/> Arkansas             | <input checked="" type="checkbox"/> New Hampshire  |
| <input checked="" type="checkbox"/> California           | <input checked="" type="checkbox"/> New Jersey     |
| <input checked="" type="checkbox"/> Colorado             | <input checked="" type="checkbox"/> New Mexico     |
| <input checked="" type="checkbox"/> Connecticut          | <input checked="" type="checkbox"/> New York       |
| <input checked="" type="checkbox"/> Delaware             | <input type="checkbox"/> North Carolina            |
| <input checked="" type="checkbox"/> District of Columbia | <input checked="" type="checkbox"/> North Dakota   |
| <input checked="" type="checkbox"/> Florida              | <input checked="" type="checkbox"/> Ohio           |
| <input checked="" type="checkbox"/> Georgia              | <input checked="" type="checkbox"/> Oklahoma       |
| <input checked="" type="checkbox"/> Hawaii               | <input checked="" type="checkbox"/> Oregon         |
| <input checked="" type="checkbox"/> Idaho                | <input checked="" type="checkbox"/> Pennsylvania   |
| <input checked="" type="checkbox"/> Illinois             | <input checked="" type="checkbox"/> Rhode Island   |
| <input checked="" type="checkbox"/> Indiana              | <input checked="" type="checkbox"/> South Carolina |
| <input checked="" type="checkbox"/> Iowa                 | <input checked="" type="checkbox"/> South Dakota   |
| <input checked="" type="checkbox"/> Kansas               | <input checked="" type="checkbox"/> Tennessee      |
| <input checked="" type="checkbox"/> Kentucky             | <input checked="" type="checkbox"/> Texas          |
| <input checked="" type="checkbox"/> Louisiana            | <input checked="" type="checkbox"/> Utah           |
| <input checked="" type="checkbox"/> Maine                | <input checked="" type="checkbox"/> Vermont        |
| <input checked="" type="checkbox"/> Maryland             | <input checked="" type="checkbox"/> Virginia       |
| <input checked="" type="checkbox"/> Massachusetts        | <input checked="" type="checkbox"/> Washington     |
| <input checked="" type="checkbox"/> Michigan             | <input checked="" type="checkbox"/> West Virginia  |
| <input checked="" type="checkbox"/> Minnesota            | <input checked="" type="checkbox"/> Wisconsin      |
| <input checked="" type="checkbox"/> Mississippi          | <input checked="" type="checkbox"/> Wyoming        |
| <input checked="" type="checkbox"/> Missouri             |  |

**Territories & Outlying Areas** (Selecting this box is equal to checking all boxes below)

- |  |   |
|--|---|
| <input checked="" type="checkbox"/> American Samoa                 | <input checked="" type="checkbox"/> Northern Marina Islands |
| <input checked="" type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico             |
| <input checked="" type="checkbox"/> Guam                           | <input checked="" type="checkbox"/> U.S. Virgin Islands     |
| <input checked="" type="checkbox"/> Midway Islands                 |   |

**2. Diversity Programs**

- Do you currently have a diversity program or any diversity partners that you do business with?  Yes  No
- If the answer is yes, do you plan to offer your program or partnership through TCPN  Yes  No

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?  
 Yes  No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

### 3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disabled veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Offerors shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

#### a. Minority Women Business Enterprise

Offeror certifies that this firm is an MWBE  Yes  No

List certifying agency: \_\_\_\_\_

#### b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Offeror certifies that this firm is a SBE or DBE  Yes  No

List certifying agency: \_\_\_\_\_

#### c. Disabled Veterans Business Enterprise (DVBE)

Offeror certifies that this firm is a DVBE  Yes  No

List certifying agency: \_\_\_\_\_

#### d. Historically Underutilized Businesses (HUB)

Offeror certifies that this firm is a HUB  Yes  No

List certifying agency: \_\_\_\_\_

#### e. Historically Underutilized Business Zone Enterprise (HUB Zone)

Offeror certifies that this firm is a HUB Zone  Yes  No

List certifying agency: \_\_\_\_\_

#### f. Other

Offeror certifies that this firm is a recognized diversity certificate holder  Yes  No

List certifying agency: \_\_\_\_\_

### 4. Residency

Responding Company's principal place of business is in the city of N.Y. State of N.Y.

5. **Felony Conviction Notice**

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.
- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

\*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. **Processing Information**

Company contact for:

Contract Management

Contact Person: ELY LENIK  
Title: CONTRACTS - EPROCURE MGR  
Company: \_\_\_\_\_ B&H FOTO & ELECTRONICS CORP.  
Address: \_\_\_\_\_ 420 NINTH AVENUE, NEW YORK, NY 10001  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ TEL: 212-239-7500 / 800-947-8003  
Phone: 800-947-8003 x4698 Fax: \_\_\_\_\_ FAX 212-239-7509 / 800-743-0895  
Email: ELYL@BHPHOTO.COM FEIN#13-2768071/WEB. WWW:BHPHOTO.COM

Billing & Reporting/Accounts Payable

Contact Person: ISAAC ROSENBERG  
Title: SALES - BIDS REP.  
Company: \_\_\_\_\_ B&H FOTO & ELECTRONICS CORP.  
Address: \_\_\_\_\_ 420 NINTH AVENUE, NEW YORK, NY 10001  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ TEL: 212-239-7500 / 800-947-8003  
Phone: 800-947-8003 x4589 Fax: \_\_\_\_\_ FAX 212-239-7509 / 800-743-0895  
Email: ISAACR@BHPHOTO.COM FEIN#13-2768071/WEB. WWW:BHPHOTO.COM

Marketing

Contact Person: ELY LENIK  
Title: CONTRACTS - EPROCURE MGR  
Company: \_\_\_\_\_ B&H FOTO & ELECTRONICS CORP.  
Address: \_\_\_\_\_ 420 NINTH AVENUE, NEW YORK, NY 10001  
City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_ TEL: 212-239-7500 / 800-947-8003  
Phone: 800-947-8003 x4698 Fax: \_\_\_\_\_ FAX 212-239-7509 / 800-743-0895  
Email: ELYL@BHPHOTO.COM FEIN#13-2768071/WEB. WWW:BHPHOTO.COM

7. **Distribution Channel:** Which best describes your company's position in the distribution channel:

- Manufacturer direct       Certified education/government reseller  
 Authorized distributor       Manufacturer marketing through reseller  
 Value-added reseller       Other \_\_\_\_\_

8. **Pricing Information**

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.  
 Yes     No

*(If answer is no, attach a statement detailing how pricing for participants would be calculated.)*

- Pricing submitted includes the required administrative fee.       Yes     No  
*(Fee calculated based on invoice price to customer)*
- Additional discounts for purchase of a guaranteed quantity?       Yes     No

9. **Cooperatives**

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
E&I Cooperative Services			
MHEC			
Buy Board			
DEPA			

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Appendix F:  
COMPANY PROFILE

Please provide the following:

**B & H FOTO & ELECTRONICS CORP**

1. Company's official registered name.
2. Brief history of your company, including the year it was established. **ATTACHED**
3. Company's Dun & Bradstreet (D&B) number. **116012659**
4. Corporate office location. **ATTACHED**
5. List the total number of sales persons employed by your organization within the United States, broken down by market. **ATTACHED**
6. List the number and location of offices, or service centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address. **ONE LOCATION - ATTACHED**
7. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:
  - a. Sales
  - b. Sales Support
  - c. Marketing
  - d. Financial Reporting
  - e. Executive Support

**{ ELY LENIK  
EMAIL: ELYL@BHPHOTO.COM  
N/30**
8. Define your standard terms of payment. **N/30**
9. Who is your competition in the marketplace?
10. Overall annual sales for last three (3) years; 2013, 2014, 2015. **PRIVATE CO. - CONFIDENTIAL**
11. Overall public sector sales, excluding Federal Government, for last three (3) years; 2013, 2014, 2015. **PRIVATE CO.**
12. What is your strategy to increase market share? **SEE ATTACHED PROPOSAL**
13. What differentiates your company from competitors? **ATTACHED**      **||**
14. Describe the capabilities and functionality of your firm's on-line catalog/ordering website. **ATTACHED**      **||**
15. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.). **ATTACHED**      **||**
16. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.

**B&H IS NOT CURRENTLY OR IN THE PAST BEEN INVOLVED IN ANY BANKRUPTCY OR RE-ORGANIZATION**



CO= DV68473  
 U= DV68473

EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION  
 1. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

2a. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

SECTION C - TEST FOR FILING REQUIREMENT  
 1-Y 2-Y 3-Y DUNS NO.: 16012659 EIN: 132768071

c. Y

SECTION E - ESTABLISHMENT INFORMATION  
 NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO								OVERALL TOTALS				
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN		NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SR OFFICIALS & MGRS	1	0	36	0	0	3	0	0	0	8	0	0	0	0	48
FIRST/MD OFFICIALS & MGRS	1	0	165	3	1	0	0	0	0	9	0	0	0	0	179
PROFESSIONALS	15	2	509	3	0	12	0	0	0	29	0	0	0	0	570
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	0	35	2	1	2	0	488
ADMINISTRATIVE SUPPORT	5	1	281	1	0	0	0	0	0	43	1	0	0	0	332
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	295	5	25	6	0	3	0	0	0	0	1	0	0	0	335
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	387	34	1388	35	2	31	0	0	0	124	4	1	2	0	2008
PREVIOUS REPORT TOTAL	358	31	1363	40	3	29	0	0	0	119	4	1	2	0	1950

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/10/2015 THRU 09/10/2015  
 SECTION G - CERTIFICATION

CERTIFYING OFFICIAL:  
 EEO-1 REPORT CONTACT PERSON:  
 EMAIL: PAYROLL@BHPHOTO.COM

DAVID EISENBERG  
 MENDY OPPENHEIM

TITLE: GENERAL COUNSEL  
 TITLE: DIRECTOR OF PAYROLL & BENEFITS  
 TELEPHONE NO: 2122397500

CERTIFIED DATE(EST): 10/29/2015 04:26 PM

CO = DV68473  
 U = DV68473

EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

2a. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

c. Y  
 NEW YORK COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	***** MALE *****					***** FEMALE *****								
	HISPANIC OR LATINO	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SM OFFICIALS & MGRS	1	0	36	0	0	3	0	8	0	0	0	0	0	48
FIRST/AID OFFICIALS & MGRS	1	0	152	3	1	0	0	9	0	0	0	0	0	166
PROFESSIONALS	14	2	483	3	0	12	0	29	0	0	0	0	0	543
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	35	2	1	2	0	0	488
ADMINISTRATIVE SUPPORT	4	1	277	1	0	0	0	43	1	0	0	0	0	327
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	86	5	13	4	0	1	0	0	1	0	0	0	0	110
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	5
TOTAL	176	34	1333	33	2	29	0	124	4	1	2	0	0	1738
PREVIOUS REPORT TOTAL	141	31	1269	34	3	27	0	119	4	1	2	0	0	1631

SECTION F - REMARKS

CO = DV68473  
 IT= DV74804

EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

2a. BROOKLYN NAVY YARD WAREHOUSE  
 63 FLUSHING AVENUE, BUILDING 664  
 BROOKLYN, NY 11211

c. Y  
 KINGS COUNTY

SECTION C - TEST FOR FILING REQUIREMENT  
 1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION  
 NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/SR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
HRSY/MID OFFICIALS & MGRS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13
PROFESSIONALS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	5
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	209	0	12	2	2	2	0	0	0	0	0	0	0	0	0	225
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	211	0	55	2	2	2	0	0	0	0	0	0	0	0	0	270
PREVIOUS REPORT TOTAL	217	0	94	6	0	2	0	0	0	0	0	0	0	0	0	319

SECTION F - REMARKS

Marketing / Sales

17. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to: **SEE ATTACHED PROPOSAL**

- a. A co-branded press release within first 30 days
- b. Announcement of award through any applicable social media sites
- c. Direct mail campaigns
- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
  - i. TCPN and Region 4 ESC Logo
  - ii. Link to TCPN and Region 4 ESC website
  - iii. Summary of contract and services offered
  - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

18. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded. **ATTACHED PROPOSAL**

19. Explain how your company plans to market this agreement to existing government customers. **ATTACHED PROPOSAL**

20. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm. **ATTACHED PROPOSAL**

21. Describe how you intend on train your national sales force on the Region 4 ESC agreement. **ATTACHED PROPOSAL**

22. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions. **YES.**

23. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

\$ \_\_\_\_\_ in year one

\$ \_\_\_\_\_ in year two

\$ \_\_\_\_\_ in year three

Administration

24. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s). **SEE ATTACHED PROPOSAL**

25. Describe the capacity of your company to report monthly sales through this agreement. **SEE ATTACHED PROPOSAL**

26. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency. **SEE ATTACHED PROPOSAL**

27. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

SEE ATTACHED PROPOSAL

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask Offerors to provide their companies environmental policy and/or green initiative.

28. Please provide your company's environmental policy and/or green initiative.

ATTACHED

Vendor Certifications (if applicable)

29. Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing Offeror to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

ATTACHED

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

ATTACHED

Government & Educational Bid Dept.  
420 Ninth Avenue  
New York, NY 10001  
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503  
800-947-8003  
Fax: 212-239-7509  
800-743-0895

---

## THE PROFESSIONAL'S SOURCE

### **Environmental Friendly/Going Green Policy**

#### **Our Current Company Policy for Energy Reduction:**

1. We provide bus transportation to various areas in the tri state area thereby reducing traffic pollution and environmental hazardous conditions.
2. We turn off a large portion of our electricity nightly.
3. We have printers for two sided copies reducing waste.
4. We turn off computers as possible.
5. Copy machines are automatically turned off after a short period.
6. Our maintenance uses non-toxic and green chemical solvents. They use non disposable utensils and supplies.
7. We are instituting re-usable supplies (lunch supplies) as possible.
8. Email used for a majority of internal and external publications and communication.
9. Using Energy Star Compliant products whenever possible.
10. Disposal and Recycling as applicable to be "Green"

#### **Future Plans to GO Green will include the following:**

1. Energy Star Products to be increased to comprise 40% more of our inventory
2. To use environmental packaging material that is recyclable.
3. Re-using manufacturer's packaging.
4. Instituting a complete recycling program on supplies and waste.

We are committed to GOING GREEN in support of environmental sustainability through company practice, product innovation and insuring our future generation.

# Consumer Affairs Electrc

**Business Name:**

B & H FOTO ELECTRONICS CORP.

**DBA/Trade Name:**

B & H\_PHOTO

**Business Address:**

420 9TH AVE

NEW YORK, NY 10001-1614

License Number: 0906712-DCA

Issued: 11/18/2014 Expires: 12/31/2016



\*25245-2014-RELE\*

New York City Department of Consumer Affairs  
42 Broadway, New York, NY 10004

Government & Educational Bid Dept.  
420 Ninth Avenue  
New York, NY 10001  
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503  
800-947-8003  
Fax: 212-239-7509  
800-743-0895

---

**T H E P R O F E S S I O N A L ' S S O U R C E**

**EDUCATIONAL REFERENCES**

New York University  
Sonya Artis – Animation Area Manager  
Tisch School of the Arts  
721 Broadway 8th Floor  
New York, NY 10003  
212-998-1781  
Sonya.artis@nyu.edu

Columbia University  
Jonathan Kornberg- Director of Instructional Technology  
701 West 168th Street  
LL1-101  
New York, NY 10032  
212-305-0171  
Jk3220@cumc.columbia.edu

Syracuse University  
640 SKYTOP RD  
SYRACUSE NY 13244  
Kim M. Sauer, Purchasing Agent  
315-443-4073 phone  
315-443-4932 fax  
kmsauer@syr.edu

ROCHESTER INST OF TECHNOLOGY  
Tina R. Karol '80, CPSM, C.P.M.  
Senior Commodity Manager  
FMS-99-1289  
124 Lomb Memorial Drive  
Rochester, NY 14623  
trkpur@rit.edu<mailto:trkpur@rit.edu>  
Ph 585-475-6803  
Fx 585-475-7171  
Cell 585-576-0511



Government & Educational Bid Dept.  
420 Ninth Avenue  
New York, NY 10001  
E-mail: govdbids@bhphotovideo.com



Tel: 212-239-7503  
800-947-8003  
Fax: 212-239-7509  
800-743-0895

---

**T H E P R O F E S S I O N A L ' S S O U R C E**

**REFERENCES FOR EDUCATION**

Cornell University  
Scott Otey  
Procurement Agent  
Procurement Services  
Cornell University  
395 Pine Tree Road, Suite 330  
Ithaca, NY 14850  
Telephone: 607.254.8516  
Fax: 607.255.9450  
[www.procurement.cornell.edu](http://www.procurement.cornell.edu)

Rensselaer Polytechnic Institute / Kim D. Ragosta  
Strategic Sourcing Manager, Procurement Services  
110 8th Street , Rice Bldg. 4th Fl.  
Troy, NY 12180-3590 USA  
Phone # 518-276-3265, Fax# 518-276-6003  
E-mail [ragosk@rpi.edu](mailto:ragosk@rpi.edu)  
Web: <http://www.rpi.edu/dept/purchasing>

Kim D. Ragosta  
Strategic Sourcing Manager, Procurement Services  
Rensselaer Polytechnic Institute  
110 8th Street , Rice Bldg. 4th Fl.  
Troy, NY 12180-3590 USA  
Phone # 518-276-3265, Fax# 518-276-6003  
E-mail [ragosk@rpi.edu](mailto:ragosk@rpi.edu)  
Web: <http://www.rpi.edu/dept/purchasing>

Government & Educational Bid Dept.  
420 Ninth Avenue  
New York, NY 10001  
E-mail: [govedbids@bhphotovideo.com](mailto:govedbids@bhphotovideo.com)



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800-947-8003  
Fax: 212-239-7509  
800-743-0895

---

**T H E P R O F E S S I O N A L ' S S O U R C E**

**REFERENCES FOR STATE AND CITY GOVERNMENT**

Alex Peterson  
Media Communications Specialist  
Studio 1 – Marshall Public Access TV | City of Marshall, MN  
Mailing: 344 W. Main St., Marshall, MN 56258  
Office: Marshall High School, 400 Tiger Drive, Marshall, MN  
Office: (507) 532-2337

Peter Walter  
Director of Technology  
Southampton UFSD  
70 Leland Lane  
Southampton, NY 11968  
631-591-4500

County of Rockland  
1 SOUTH MAIN ST SUITE 100  
NEW CITY, NY 10956  
845-639-5076  
[vobroucd@co.rockland.ny.us](mailto:vobroucd@co.rockland.ny.us)

City of San Jose  
Angela Accardo  
IT Purchasing  
200 E. Santa Clara Street  
11th floor  
San Jose, CA 95113  
[angela.accardo@sanjoseca.gov](mailto:angela.accardo@sanjoseca.gov)  
(408) 793-6845

Appendix G:  
VALUE ADD

Please include any additional products and/or services not included in the original scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies. Pricing must be submitted for such products/services. Pricing shall be auditable and follow the same guidelines specified in Appendix C

Region 4 ESC respectfully reserves the right to determine if value add proposed is considered within the scope of this RFP and deemed advantageous to their agency as well as member agencies,

Appendix H:  
**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement
- DOC #6 Implementation HB 1295 (Certificate) of Interested Parties)
- DOC #7 EDGAR Certifications

**FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:**

- DOC #8 Ownership Disclosure Form
- DOC #9 Non-Collusion Affidavit
- DOC #10 Affirmative Action Affidavit
- DOC #11 Political Contribution Disclosure Form
- DOC #12 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

Clean Air and Water Act

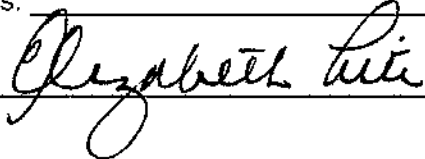
I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: \_\_\_\_\_  
B&H FOTO & ELECTRONICS CORP.  
DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
TEL: 212-239-7500 FAX 212-239-7509  
Title of Authorized Representative: \_\_\_\_\_  
ELIZABETH LITE-COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM  
Mailing Address: \_\_\_\_\_  
Signature: Elizabeth Lite

DOC #2

**Debarment Notice**

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

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420 NINTH AVENUE, NEW YORK, NY 10001  
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Title of Authorized Representative: \_\_\_\_\_  
ELIZABETH LITE-COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM  
Mailing Address: \_\_\_\_\_  
Signature: 

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
Signature of Offeror

  
Date

Appendix G:  
VALUE ADD

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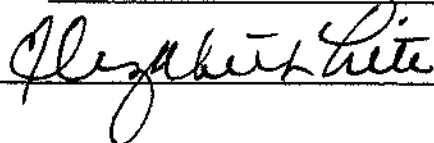
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I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: \_\_\_\_\_ B&H FOTO & ELECTRONICS CORP.  
DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
TEL: 212-239-7500 FAX 212-239-7509  
Title of Authorized Representative: \_\_\_\_\_ ELIZABETH LITE COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM  
Mailing Address: \_\_\_\_\_  
Signature:  \_\_\_\_\_

DOC #2

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TEL: 212-239-7500 FAX 212-239-7509  
Title of Authorized Representative: \_\_\_\_\_ ELIZABETH LITE COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM  
Mailing Address: \_\_\_\_\_  
Signature: Elizabeth Liu

**LOBBYING CERTIFICATION**

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The undersigned certifies, to the best of his/her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.

  
\_\_\_\_\_  
Signature of Offeror

6-29-16  
\_\_\_\_\_  
Date

**CONTRACTOR CERTIFICATION REQUIREMENTS**

**Contractor's Employment Eligibility**

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statutes of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

**Fingerprint and Background Checks**


If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

**Business Operations in Sudan, Iran**

In accordance with A.R.S. 35-391 and A.R.S. 35-393, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan and/or Iran.

  
 \_\_\_\_\_  
 Signature of Offeror  
 6-29-16  
 \_\_\_\_\_  
 Date

DOC #5

**ANTITRUST CERTIFICATION STATEMENTS  
(Tex. Government Code § 2155.005)**

I affirm under penalty of perjury of the laws of the State of Texas that:

1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

**B & H FOTO & ELECTRONICS CORP**

Vendor \_\_\_\_\_  
 B&H FOTO & ELECTRONICS CORP.  
 DBA: B&H PHOTO VIDEO  
 420 NINTH AVENUE, NEW YORK, NY 10001  
 TEL: 212-239-7500 FAX 212-239-7509  
 ELIZABETH LITE-COMPLIANCE SPECIALIST  
 EMAIL: ESTHERL@BHPHOTO.COM

Address \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Phone \_\_\_\_\_

Fax \_\_\_\_\_

Offeror Elizabeth Lite  
 Signature

B&H FOTO & ELECTRONICS CORP.  
 DBA: B&H PHOTO VIDEO  
 Printed Name 420 NINTH AVENUE, NEW YORK, NY 10001  
 TEL: 212-239-7500 FAX 212-239-7509  
 ELIZABETH LITE-COMPLIANCE SPECIALIST  
 Position with Company EMAIL: ESTHERL@BHPHOTO.COM

Authorizing Official Ely Lente  
 Signature

Ely Lente  
 Printed Name

B2B Contracts Manager  
 Position with Company

# Implementation of House Bill 1295

## **Certificate of Interested Parties (Form 1295):**

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code. The law states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million. The disclosure requirement applies to a contract entered into on or after January 1, 2016.

The Texas Ethics Commission was required to adopt rules necessary to implement that law, prescribe the disclosure of interested parties form, and post a copy of the form on the commission's website. The commission adopted the Certificate of Interested Parties form (Form 1295) on October 5, 2015. The commission also adopted new rules (Chapter 46) on November 30, 2015, to implement the law. The commission does not have any additional authority to enforce or interpret House Bill 1295.

## **Filing Process:**

Starting on January 1, 2016, the commission will make available on its website a new filing application that must be used to file Form 1295. A business entity must use the application to enter the required information on Form 1295 and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with the governmental body or state agency with which the business entity is entering into the contract.

The governmental entity or state agency must notify the commission, using the commission's filing application, of the receipt of the filed Form 1295 with the certification of filing not later than the 30th day after the date the contract binds all parties to the contract. The commission will post the completed Form 1295 to its website within seven business days after receiving notice from the governmental entity or state agency.

Information regarding how to use the filing application will be available on this site starting on January 1, 2016.

[https://www.ethics.state.tx.us/whatsnew/elf\\_info\\_form1295.htm](https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm)

*Last Revision: February 16, 2016*





(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to Federal Rule (D) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds during the term of an award for all contracts and subgrants for construction or repair, Vendor will be in compliance with all applicable Davis-Bacon Act provisions.

Does Vendor agree? YES       *J. R.*       Initials of Authorized Representative of Vendor

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to Federal Rule (E) above, when REGION 4 EDUCATION SERVICE CENTER expends federal funds, Vendor certifies that Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process.

Does Vendor agree? YES       *J. R.*       Initials of Authorized Representative of Vendor

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

Pursuant to Federal Rule (F) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (F) above.

Does Vendor agree? YES       *J. R.*       Initials of Authorized Representative of Vendor

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended— Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

Pursuant to Federal Rule (G) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER member resulting from this procurement process, the vendor agrees to comply with all applicable requirements as referenced in Federal Rule (G) above.

Does Vendor agree? YES                     C.R.                     Initials of Authorized Representative of Vendor

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

Pursuant to Federal Rule (H) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

Does Vendor agree? YES                     C.R.                     Initials of Authorized Representative of Vendor

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

Pursuant to Federal Rule (I) above, when federal funds are expended by REGION 4 EDUCATION SERVICE CENTER, the vendor certifies that during the term and after the awarded term of an award for all contracts by REGION 4 EDUCATION SERVICE CENTER resulting from this procurement process, the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). The undersigned further certifies that:

- (1) No Federal appropriated funds have been paid or will be paid for on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.

Does Vendor agree? YES                     C.R.                     Initials of Authorized Representative of Vendor

**RECORD RETENTION REQUIREMENTS FOR CONTRACTS INVOLVING FEDERAL FUNDS**

When federal funds are expended by REGION 4 EDUCATION SERVICE CENTER for any contract resulting from this procurement process, Vendor certifies that it will comply with the record retention requirements detailed in 2 CFR § 200.333. The Vendor further certifies that Vendor will retain all records as required by 2 CFR § 200.333 for a period of three years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

Does Vendor agree? YES                     C.R.                     Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH THE ENERGY POLICY AND CONSERVATION ACT**

When REGION 4 EDUCATION SERVICE CENTER expends federal funds for any contract resulting from this procurement process, Vendor certifies that it will comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq.; 49 C.F.R. Part 18).

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

**CERTIFICATION OF COMPLIANCE WITH BUY AMERICA PROVISIONS**

Vendor certifies that Vendor is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

**CERTIFICATION OF ACCESS TO RECORDS – 2 C.F.R. § 200.336**

Vendor agrees that the Inspector General of the Agency or any of their duly authorized representatives shall have access to any books, documents, papers and records of Vendor that are directly pertinent to Vendor's discharge of its obligations under the Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

**CERTIFICATION OF APPLICABILITY TO SUBCONTRACTORS**

Vendor agrees that all contracts it awards pursuant to the Contract shall be bound by the foregoing terms and conditions.

Does Vendor agree? YES J.L. Initials of Authorized Representative of Vendor

Vendor agrees to comply with all federal, state, and local laws, rules, regulations and ordinances, as applicable. It is further acknowledged that vendor certifies compliance with all provisions, laws, acts, regulations, etc. as specifically noted above.

Vendor's Name: B&H FOTO & ELECTRONICS CORP.  
DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
Address, City, State, and Zip Code: TEL: 212-239-7500 FAX 212-239-7509  
ELIZABETH LITE-COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

Printed Name and Title of Authorized Representative: \_\_\_\_\_

Email Address: \_\_\_\_\_

Signature of Authorized Representative: Elizabeth Lite Date: 6.29.16

DOC #8

**OWNERSHIP DISCLOSURE FORM**  
(N.J.S. 52:25-24.2)

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: B&H FOTO & ELECTRONICS CORP.  
420 NINTH AVENUE, NEW YORK, NY 10001  
Street: TEL: 212-239-7500 / 800-947-8003  
FAX 212-239-7509 / 800-743-0895  
City, State, Zip Code: FEIN#13-2768071 / WEB: WWW:BHPHOTO.COM

Complete as appropriate:

I \_\_\_\_\_, certify that I am the sole owner of \_\_\_\_\_, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I \_\_\_\_\_, a partner in \_\_\_\_\_, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

**ELIZABETH LITE**  
**B & H FOTO & ELECTRONICS CORP**  
\_\_\_\_\_, an authorized representative of \_\_\_\_\_ corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
HERMAN SCHREIBER & VARIOUS FAMILY TRUSTS	1418 54 ST BRAYN, NY 11219	50%
SAM GILSTEIN & VARIOUS FAMILY TRUSTS	VINCENT DR. SPRING VALLEY NY 10952	50%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

6-29-16  
Date

*Elizabeth Lite - Compliance*  
Authorized Signature and Title

DOC #9

### NON-COLLUSION AFFIDAVIT

Company Name: B&H FOTO & ELECTRONICS CORP.  
 Street: DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
 City, State, Zip Code: TEL: 212-239-7500 FAX 212-239-7509  
ELIZABETH LITE-COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM

State of ~~New Jersey~~ NEW YORK  
 County of NEW YORK

I, ELIZABETH LITE of the NEW YORK  
 Name City

in the County of NEW YORK, State of NEW YORK  
 of full age, being duly sworn according to law on my oath depose and say that:

I am the Compliance Specialist of the firm of B & H FOTO & ELECTRONICS CORP  
 Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that REGION 4 - TCPN relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

B & H FOTO & ELECTRONICS CORP  
 Company Name

Elizabeth Lite - Compliance  
 Authorized Signature & Title

Subscribed and sworn before me  
 this 29 day of JUNE, 2016

[Signature]  
 Notary Public of STATE OF NEW YORK  
 My commission expires 06/02/2019, 2016

SEAL  
**HARRY K. WALDNER**  
 Notary Public, State of New York  
 No. 01WA4631810  
 Qualified in Kings County  
 Commission Expires June 02, 2018

DOC #10

**AFFIRMATIVE ACTION AFFIDAVIT  
(P.L. 1975, C.127)**

**Company Name:** B&H FOTO & ELECTRONICS CORP.  
**Street:** DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
**City, State, Zip Code:** TEL: 212-239-7500 / 800-947-8003  
FAX 212-239-7509 / 800-743-0895  
FEIN#13-2768071/WEB:WWW.BHPHOTO.COM

**Proposal Certification:**

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

**Required Affirmative Action Evidence:**

Procurement, Professional & Service Contracts (Exhibit A)  
Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval \_\_\_\_\_
- OR
- 2. A photo copy of their Certificate of Employee Information Report **ATTACHED**
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) \_\_\_\_\_

**Public Work – Over \$50,000 Total Project Cost:**

- A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from the \_\_\_\_\_
- B. Approved Federal or New Jersey Plan – certificate enclosed \_\_\_\_\_

*I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.*

6-29-16  
Date

*Elizabeth Lite*  
Authorized Signature and Title

B&H FOTO & ELECTRONICS CORP.  
DBA: B&H PHOTO VIDEO  
420 NINTH AVENUE, NEW YORK, NY 10001  
TEL: 212-239-7500 FAX 212-239-7509  
ELIZABETH LITE-COMPLIANCE SPECIALIST  
EMAIL: ESTHERL@BHPHOTO.COM

CO= DV68473  
U= DV68473

EQUAL EMPLOYMENT OPPORTUNITY  
2015 EMPLOYER INFORMATION REPORT  
CONSOLIDATED REPORT - TYPE 2

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP  
420 NINTH AVENUE  
NEW YORK, NY 10001

2a. B & H FOTO & ELECTRONICS CORP  
420 NINTH AVENUE  
NEW YORK, NY 10001

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

e. y

SECTION E - ESTABLISHMENT INFORMATION

NAICS:

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AMERICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AMERICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/ASST. EXECUTIVES & MGRS	1	0	36	0	0	3	0	0	0	8	0	0	0	0	0	48
FINANCIAL OPERATIONALS & MGRS	1	0	165	3	1	0	0	0	0	9	0	0	0	0	0	179
PROFESSIONALS	15	2	509	3	0	12	0	0	0	29	0	0	0	0	0	570
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	0	35	2	1	2	0	0	488
ADMINISTRATIVE SUPPORT	5	1	261	1	0	0	0	0	0	43	1	0	0	0	0	332
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	295	5	25	6	0	3	0	0	0	0	1	0	0	0	0	335
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	387	34	1388	35	2	31	0	0	0	124	4	1	2	0	0	2008
PREVIOUS REPORT TOTAL	358	31	1363	40	3	29	0	0	0	119	4	1	2	0	0	1950

SECTION F - REMARKS

DATES OF PAYROLL PERIOD: 09/10/2015 THRU 09/10/2015  
SECTION G - CERTIFICATION  
CERTIFYING OFFICIAL: DAVID EISENBERG  
EEO-1 REPORT CONTACT PERSON: MENDY OPENHEIM  
EMAIL: PAYROLL@BHPHOTO.COM

TITLE: GENERAL COUNSEL  
TITLE: DIRECTOR OF PAYROLL & BENEFITS  
TELEPHONE NO: 2122397500  
CERTIFIED DATE[EST]: 10/29/2015 04:26 PM

CO# DV68473  
 U# DV68473

EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 HEADQUARTERS REPORT - TYPE 3

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

2a. B & H FOTO & ELECTRONICS CORP  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

NEW YORK COUNTY

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.:116012659 EIN :132768071

SECTION E - ESTABLISHMENT INFORMATION

NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS		
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES
EXECUTIVE/SUPV/CLERICAL & MGRS	1	0	36	0	0	3	0	0	8	0	0	0	0	0	48
FIRST/MID OFFICIALS & MGRS	1	0	152	3	1	0	0	0	9	0	0	0	0	0	166
PROFESSIONALS	14	2	483	3	0	12	0	0	29	0	0	0	0	0	543
TECHNICIANS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	27
SALES WORKERS	61	25	326	22	1	13	0	0	35	2	1	2	0	0	488
ADMINISTRATIVE SUPPORT	4	1	277	1	0	0	0	0	43	1	0	0	0	0	327
CRAFT WORKERS	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6
OPERATIVES	7	0	11	0	0	0	0	0	0	0	0	0	0	0	18
LABORERS & HELPERS	86	5	13	4	0	1	0	0	0	1	0	0	0	0	110
SERVICE WORKERS	1	1	3	0	0	0	0	0	0	0	0	0	0	0	5
TOTAL	176	34	1333	33	2	29	0	0	124	4	1	2	0	0	1738
PREVIOUS REPORT TOTAL	141	31	1269	34	3	27	0	0	119	4	1	2	0	0	1631

SECTION F - REMARKS



CO# DV68473  
 U# DV74804

EQUAL EMPLOYMENT OPPORTUNITY  
 2015 EMPLOYER INFORMATION REPORT  
 INDIVIDUAL ESTABLISHMENT REPORT - TYPE 4

SECTION B - COMPANY IDENTIFICATION

1. B & H FOTO & ELECTRONICS CORP.  
 420 NINTH AVENUE  
 NEW YORK, NY 10001

2. BROOKLYN NAVY YARD WAREHOUSE  
 63 FLUSHING AVENUE, BUILDING 664  
 BROOKLYN, NY 11211

SECTION C - TEST FOR FILING REQUIREMENT

1-Y 2-Y 3-Y DUNS NO.: 116012659 EIN: 132768071

KINGS COUNTY  
 C. Y

SECTION E - ESTABLISHMENT INFORMATION  
 NAICS: 443142 Electronics Stores

SECTION D - EMPLOYMENT DATA

JOB CATEGORIES	HISPANIC OR LATINO		NOT-HISPANIC OR LATINO										OVERALL TOTALS			
	MALE	FEMALE	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN	AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	WHITE	BLACK OR AFRICAN AMERICAN	NATIVE HAWAIIAN OR PACIFIC ISLANDER	ASIAN		AMERICAN INDIAN OR ALASKAN NATIVE	TWO OR MORE RACES	
EXECUTIVE/HR OFFICIALS & MGRS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
FIRST/MD OFFICIALS & MGRS	0	0	13	0	0	0	0	0	0	0	0	0	0	0	0	13
PROFESSIONALS	1	0	26	0	0	0	0	0	0	0	0	0	0	0	0	27
TECHNICIANS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
SALES WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
ADMINISTRATIVE SUPPORT	1	0	4	0	0	0	0	0	0	0	0	0	0	0	0	5
CRAFT WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
OPERATIVES	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
LABORERS & HELPERS	209	0	12	2	0	2	0	0	0	0	0	0	0	0	0	225
SERVICE WORKERS	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
TOTAL	211	0	55	2	0	2	0	0	0	0	0	0	0	0	0	270
PREVIOUS REPORT TOTAL	217	0	94	6	0	2	0	0	0	0	0	0	0	0	0	319

SECTION E - REMARKS

**P.L. 1995, c. 127 (N.J.A.C. 17:27)**  
**MANDATORY AFFIRMATIVE ACTION LANGUAGE**

**PROCUREMENT, PROFESSIONAL AND SERVICE**  
**CONTRACTS**

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

A handwritten signature in cursive script, appearing to read "Elizabeth Liu", is written over a horizontal line.

Signature of Procurement Agent

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 ([www.nj.gov/dca/lgs/lfns/lfmenu.shtml](http://www.nj.gov/dca/lgs/lfns/lfmenu.shtml)).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a "fair and open" process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
  - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the "County PCD Forms" link on the Pay-to-Play web site at [www.nj.gov/dca/lgs/p2p](http://www.nj.gov/dca/lgs/p2p). They will be updated from time-to-time as necessary.
  - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
  - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
  - d. The form may be used "as-is", subject to edits as described herein.
  - e. The "Contractor Instructions" sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
  - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a "Stockholder Disclosure Certification." This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

## C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a "fair and open" process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee\*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
  - of the public entity awarding the contract
  - of that county in which that public entity is located
  - of another public entity within that county
  - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an "interest" ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, "a contribution by that person's spouse or child, residing therewith, shall be deemed to be a contribution by the business entity." [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor's responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor's submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

**NOTE: This section does not apply to Board of Education contracts.**

\* N.J.S.A. 19:44A-3(s): "The term "legislative leadership committee" means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures."

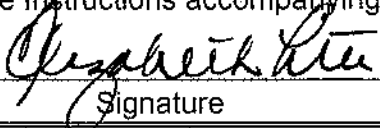
### C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

**This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.**

B&H FOTO & ELECTRONICS CORP. DBA: B&H PHOTO VIDEO			
420 NINTH AVENUE, NEW YORK, NY 10001			
TEL: 212-239-7500 FAX 212-239-7509			
ELIZABETH LITE-COMPLIANCE SPECIALIST			
EMAIL: ESTHERL@BHPHOTO.COM			
<b>Part I - Vendor Information</b>			
Vendor Name:			
Address:			
City:		State:	Zip:

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the instructions accompanying this form.

  
Signature

**ELIZABETH LITE**  
Printed Name

**COMPLIANCE**  
Title

#### Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Contributor Name	Recipient Name	Date	Dollar Amount
			\$

Check here if the information is continued on subsequent page(s)



**List of Agencies with Elected Officials Required for Political Contribution  
Disclosure**

**N.J.S.A. 19:44A-20.26**

**County Name:**

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

County Clerk

Sheriff

{County Executive}

Surrogate

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD  
FROM [WWW.NJ.GOV/DCA/LGS/P2P](http://WWW.NJ.GOV/DCA/LGS/P2P) A COUNTY-BASED,  
CUSTOMIZABLE FORM.**



STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business: B & H FOTO & ELECTRONICS CORP

I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

- Partnership, Corporation, Sole Proprietorship, Limited Partnership, Limited Liability Corporation, Limited Liability Partnership, Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows of stockholder information.

Notary section with signature lines for Notary Public and Affiant, and a Corporate Seal area.

HARRY K. WALDNER
Notary Public, State of New York
No. 01WA4631810
Qualified in Kings County
Commission Expires June 02, 2019

Appendix I:  
**STATE NOTICE**

Pursuant to certain state notice provisions, including but not limited to Oregon Revised Statutes Chapter 279A.220, the following public agencies and political subdivisions of the referenced public agencies are eligible to register with TCPN and access the Vendor Contract award made pursuant to this solicitation, and hereby given notice of the foregoing request for proposals for purposes of complying with the procedural requirements of said statutes:

Nationwide:

State of Alabama	State of Hawaii	State of Massachusetts	State of New Mexico	State of South Dakota
State of Alaska	State of Idaho	State of Michigan	State of New York	State of Tennessee
State of Arizona	State of Illinois	State of Minnesota	State of North Carolina	State of Texas
State of Arkansas	State of Indiana	State of Mississippi	State of North Dakota	State of Utah
State of California	State of Iowa	State of Missouri	State of Ohio	State of Vermont
State of Colorado	State of Kansas	State of Montana	State of Oklahoma	State of Virginia
State of Connecticut	State of Kentucky	State of Nebraska	State of Oregon	State of Washington
State of Delaware	State of Louisiana	State of Nevada	State of Pennsylvania	State of West Virginia
State of Florida	State of Maine	State of New Hampshire	State of Rhode Island	State of Wisconsin
State of Georgia	State of Maryland	State of New Jersey	State of South Carolina	State of Wyoming
District of Columbia				

Lists of political subdivisions and local governments in the above referenced states/districts may be found at [http://www.usa.gov/Agencies/State\\_and\\_Territories.shtml](http://www.usa.gov/Agencies/State_and_Territories.shtml) and <http://www.usa.gov/Agencies/Local.shtml>

Certain Public Agencies and Political Subdivisions:

**Cities, Towns, Villages, and Boroughs in California including but not limited to:**

LOS ANGELES CITY HALL	DOWNEY CITY HALL
COMMERCE CITY HALL	EL SEGUNDO CITY HALL
VERNON CITY HALL	GARDENA CITY HALL
WEST HOLLYWOOD CITY HALL	CITY OF HAWTHORNE
CITY OF BELL	CITY OF HERMOSA BEACH
BELL GARDENS CITY HALL	HUNTINGTON PARK CITY HALL
CUDAHY CITY HALL	LAWNDALE CITY HALL
BEVERLY HILLS CITY HALL	LYNWOOD CITY HALL
CITY OF COMPTON	MALIBU CITY HALL
CULVER CITY CITY HALL	MANHATTAN BEACH CITY HALL

B&H B2B  
420 Ninth Avenue  
New York, NY 10001



govedbids@BandH.com  
(800) 947-8003 x 7742  
www.BandH.com/b2b

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T H E   P R O F E S S I O N A L ' S   S O U R C E

## Contract Proposal

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*B&H –Region 4 ESC / National IPA-TCPN*

RFP 16-09  
Audio Visual Equipment, Accessories and Services



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B&H B2B  
420 Ninth Avenue  
New York, NY 10001



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(800) 947-8003 x 7742  
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B&H is a privately owned company. This documentation is intended for those who are involved with Region 4 ESC / National IPA-TCPN only and it should be treated as classified information and it should not be used for any other purposes.

## Executive Summary

06/27/2016

Dear Region 4 ESC / National IPA-TCPN procurement services,

I would first like to take a moment to thank you for giving B&H the opportunity to serve the ESC Region 4 / National IPA-TCPN office of procurement services.

We understand the scope of National IPA-TCPN's process and the needs of its member base we feel comfortable with our product expertise, e-procurement, marketing, advertising, stock inventory capabilities to supply National IPA-TCPN members with the volume that a contract may generate.

B&H's core competency lies in our expertise in technology convergence particularly in the creative and media production markets. In the digital age every device ties into the greater digital environment and B&H focuses on connecting all of these devices and the throughput of this data. B&H carries a wide variety of audio visual equipment and accessories. Our teams of experts cover audio/visual solutions, broadcast studios, UAV configuration and service, digital workflow solutions and support equipment for media production.

For over 40 years B&H has been one of the preeminent and most well respected major B2B and public sector resource and by partnering together, there are a numerous opportunities to supply National IPA-TCPN members with all procurement needs.

Please take a moment to review B&H's proposal. We strongly feel we can more than adequately meet the procurement needs in a proposed contract.

Sincerely,

Ely Lenik  
Business Development  
B2B and SLED Contracts Manager  
& e-Procurement Specialist  
440 Ninth Avenue, 5th Floor  
New York, NY 10001  
212.239.7503 x 4698  
[ElyL@BandH.com](mailto:ElyL@BandH.com)  
[www.BandH.com/b2b](http://www.BandH.com/b2b)

B&H B2B  
420 Ninth Avenue  
New York, NY 10001



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www.BandH.com/b2b

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## About B&H B2B

Once a neighborhood mom-and-pop camera store in New York City, B&H has grown to be a world-class source for creative technology products serving the Government, Education and Corporate markets as well as our high-tech consumer customers.

Starting as a two person family owned business in 1973 serving the professional photographer, B&H now employs over 2,200 people and is home to a two story, city block long Superstore and 1,000,000 square feet of state-of-the-art warehouse in the Brooklyn Navy Yard.

B&H's well known reputation is based on our product knowledge, customer service, large selection, standard discounted pricing, in-stock availability and extensive e-procurement capabilities.

B&H has a large selection of creative technology supplies and equipment, featuring over 475,000 products available. Our business began in the photography industry selling cameras and film, but as the digital age of photography and the convergence of technology became the standard we have expanded our line of product to include all related products to our core. We now house experts up to engineer level in all areas of technology and pride ourselves on our ability to convey that expertise to our customers to make sure they are making the best purchasing decision for their needs.

The B2B division is now comprised of over 100 sales and customer service representatives whose sole purpose is serving the education, corporate, government, healthcare, and non-profit sectors including representatives in the field attending and participating in tradeshow and visiting and training customers.

We have preferred vendor status and contracts with nearly 1000 Universities, Colleges, School Districts, and cooperatives, Fortune 500 companies as well as federal, state, local governments. The combination of our product options, vast technical knowledge with a quality dedicated account management team we believe we would be the best B2B procurement source.

Our success is based on a simple philosophy of Service, Knowledge Honesty and an unsurpassed level of items in stock.



T H E P R O F E S S I O N A L ' S S O U R C E

## Detailed Products and Services Defined

### Product Description

B&H is known as one of the largest supplier of creative technology supplies, equipment and accessories in the U.S. We carry over 475,000 items from more than 5,500 brands in a wide range of technology product including Photography, Video, Pro Audio, A/V, Production and Lighting equipment, Security and Surveillance, Mobile technology, Tv's, Projectors and more. Most of our products are in stock in one of our New York warehouses and ready to ship allowing for quick delivery.

Our slogan "The Professional's Source" didn't only come out of our vast stock and shipping capabilities though, it came out of our deep knowledge of our product and customer and matching up our customer with the right product for them. B&H won't carry product we don't feel confident is of high enough quality that a customer would later regret. We design our website, sales, customer service and marketing all towards developing the customer's experience to perfection.



Photography



Computers



Home Entertainment



Professional Video



Mobile



Pro Audio



Photo Accessories



Camcorders



Lighting & Studio



A/V Presentation



Surveillance



Optics

## Service

### Experience and Organizational Capabilities

B&H has an extremely loyal customer base in the United States with more than 50,000 customers. B&H has an extensive list of accounts where our relationship has been developed over years into solid long standing customers.





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T H E P R O F E S S I O N A L ' S S O U R C E

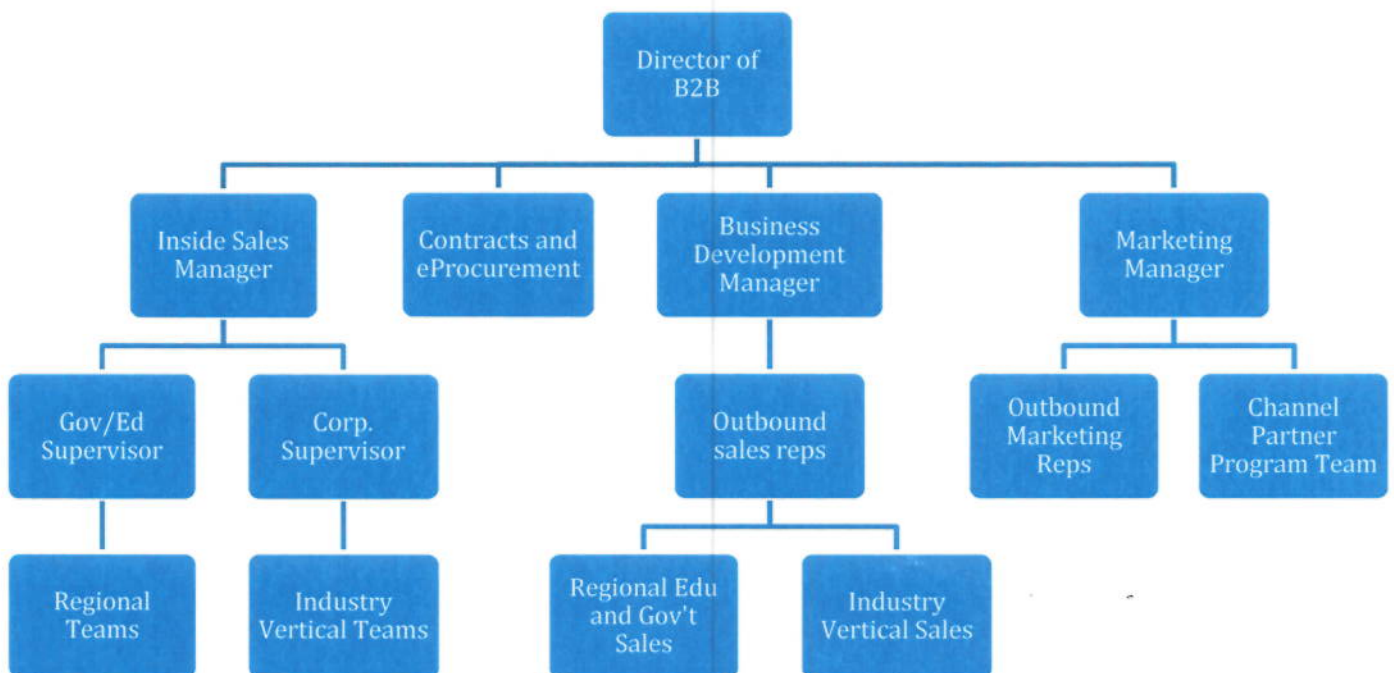
The B2B division is now comprised of over 100 sales and customer service reps whose sole purpose is serving the government, educational, corporate, healthcare, and non-profit sectors including representatives in the field attending and participating in tradeshow, meeting with and training customers onsite.

Combine all of these product options and knowledge sources with your dedicated account management team and you have the ultimate B2B procurement partner.

### Sales Team Infrastructure

B&H is committed to provide as many personnel as needed in order to serve National IPA-TCPN members to their complete satisfaction. B&H divides our B2B division into sales teams covering different verticals. Our Corporate division is divided up into team handling industry verticals such as broadcasters, manufacturing, hospitality, non-profit, and healthcare accounts. Our Gov/Ed teams are set up to handle regions of educational and state and local government accounts. Each team has a team lead with a range of 3-10 members on it depending on the volume of accounts and sales allowing us to be agile in assigning new members to meet customer demand.

### Organizational Chart





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### Customer service

B&H is committed to providing extraordinary service before and after your purchase from us. We value your contact with our associates, as we expect them to provide you with a great experience. You're invited to call, email or live chat with them.

We pride our self's for the service we provide, B&H features an award winning customer service



At B&H the word *relationship* is more than a catch phrase. Government and Education customers are assigned a personal "Account Team", ensuring that the client's purchasing and customer service needs are fulfilled from A– Z, along with a significant liberal return policy. National IPA-TCPN customers can call our corporate customer service line for technical help or go online and live chat with a product specialist.

#### Customer Service Hours

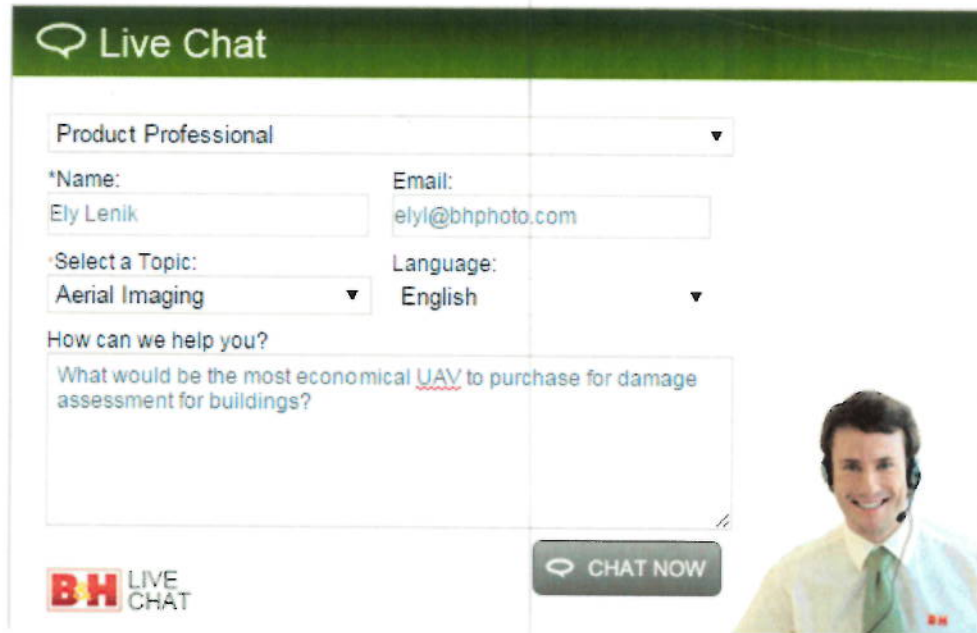
Sun	10:00AM - 5:00PM
Monday thru Thursday	9:00AM - 6:00PM
Fri	9:00AM - 2:00PM
Sat	Closed

### Subject Matter Experts

B&H is world renowned and prides itself on having the most knowledgeable staff we can provide for the product we sell. Many of our employees are accomplished experts in their own right, having worked in their professions for years before joining us. We have recruited photography, pro audio and pro video specialists to work at B&H many who continue their involvement in industry groups, through B&H and on their own. We place them at your disposal to offer advice based on years of working in their specific fields.



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We offer subject matter expert help via phone, email and instant chat on our website. None of our salesmen or product experts work on commission or are encouraged to sell, our mantra is “make a customer, not a sale.”

### Certifications



B&H is a proud member of the Better Business Bureau for many years. B&H maintains the highest standard of business ethics. Millions of satisfied customers are a testimony to our integrity & best service before, during & after the sale.



Hacker Safe

The B&H website is tested and certified on a daily basis to pass the HACKER SAFE Security Scan. Our customers can be assured that the HACKER SAFE mark only appears on those sites which meet the rigorous HACKER SAFE standards. Through the judicious use of HACKER SAFE, B&H Photo-Video can prevent over 99% of hacker crime on our site.



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T H E P R O F E S S I O N A L S ' S S O U R C E



## Professional Solutions

### The Studio-B&H

Building on B&H's long history of superior service, The Studio is a unique solutions-based environment dedicated to all professional market segments.

### The Technology Center

A revolutionary center created to provide a hands-on experience to high-end professionals. The Technology Center is a fully operational studio with an extensive display of high-end products and state-of-the-art workflows.

### The Team

A highly skilled team of applications specialists, broadcast engineers, project managers, and account representatives, all assembled to create a formidable group of individuals, most of them active members of the professional community.

**Product Demos** - In partnership with manufacturers, The Studio offers specialized opportunities to learn about the new equipment and technologies that will keep you at the forefront of the industry. Workshops and demos are hosted in The Studio's showroom and the B&H Event Space on an ongoing basis.

#### Our Services Include

- ✓ Consultation
- ✓ System Design
- ✓ System Integration
- ✓ Pre & Post-Sales Support
- ✓ Technology Showcase

### Marketing Capabilities

Our Marketing plan for is comprised of 4 parts: Saturation Marketing, Targeted B2B Saturation, Targeted B2B Core Specific, and One-on-One.



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**Saturation Marketing;** is a brand awareness campaign where we let as many people as possible know about the B&H brand, what we sell, and where to find it. As a vendor with B&H, your cooperative will have the opportunity to be exposed to the broadest audience possible via email campaigns and other print and digital means.

**Targeted B2B Saturation;** is a brand awareness campaign for our B2B division, which serves State and Local government, higher education, K-12, Non-profit, and corporate customers. Our advertising and marketing is specifically driven to those markets that have a need for our lines in general. Print campaigns will be targeted to those publications that will reach customers in our targeted verticals. These customers are channeled into our Organizational Sales department where they have a designated account team.

**Targeted B2B Core Specific;** is a "product specific" campaign where we target those groups who have a "specific" need for our "core products" in the areas of Professional Photo, Video, Computers and Audio. Through customer visits, trade shows, print, emails, etc., we reach out to those customers who use our products to conduct their own business whether they are educators, producers or government employees.

**One-on-One marketing;** is the foundation of our organization. Our reps primary job is to build solid relationships with key decision-makers at every business. It is our belief that there is no better marketing method than doing business with trusted business partners.

B&H will also reach out to potential Public Entities via the different marketing strategies above and notify them about the National IPA-TCPN contract.

### Sales Projections

Based on our past experience with other government and cooperative purchasing contracts we have held in the past we believe a partnership with B&H/National IPA-TCPN would be a fast adopted contract and see huge growth in the first few years.

Year 1	\$30mil
Year 2	\$50mil
Year 3	\$75mil

### Price Lists and Promotions

We offer a huge selection of products and review our price offerings regularly to make sure our prices are competitive, if not the lowest available. Our extensive selection and business relationships allow us to make deals that we convert to savings for you. We continually look for ways to pass discounted



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prices to our customers and actively create bundle kits, promotions and other pricing discount structures. We also launch seasonal promotions pages and on our website and emails to inform our customers about current product promotions and rebates.

### Pricing

B&H is world-renowned for our competitive everyday low pricing and robust product offerings. There are multiple pricing levels for each manufacturer, as well as within each of their categories. Due to this complexity it is difficult to obtain a single discount and at the same time supply the best possible discount price for this bid. We are therefore offering a discount per item range from .2-25% and 0.5-25% for orders that are placed through an electronic procurement platform. Based on past reporting this pricing structure nets an average 11-12% savings. Manufacturer unilaterally price locked items will not be discounted. We also offer additional discounts for high volume orders above \$5,000 that will be evaluated at the time of an RFQ.

### Delivery

B&H is one of the largest suppliers of audio visual education supplies and equipment and accessories in the U.S. We have unrivaled in-stock availability, best practice process infrastructure and in conjunction with our 1,000,000 sq/ft state-of-the-art warehouse we make quick delivery a breeze. Orders processed before 4 pm eastern time will ship same day and most orders are received within 1-4 business days from being submitted. B&H is UPS's largest customer in the Northeast and ship an average of 20,000 packages a day from our warehouses and have shipped up to 65,000 on days with exceptionally high volume.

### Freight

Most catalog items in our inventory ship via UPS free of charge. Items above 70 lbs or requiring truck or other special delivery may be charged a reasonable shipping charge. All information about shipping tracking or delays due to manufacturer backorder, or special order items will be available on the item detail page on our website for easy access.

### Supplier's Qualifications, References, Experience, Past Performance

B&H currently has a wonderful working relationship with K-12 Schools, Higher Education, State and Local governments. We hold over 100 state and local government and minor regional cooperative contracts and leverage them across the sales marketplace for our customers to ensure the easiest procurement process within each customer's local and state procurement guidelines.

We have preferred vendor status and contracts with numerous Universities, Colleges, School Districts, and cooperatives as well as federal, state, local governments and Fortune 500 customers. Combine all of these product options and knowledge sources with your dedicated account management team and you have the ultimate B2B procurement partner.



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B&H has shown consistent growth over the last 10 years with our B2B customers and we intend on continuing this growth by providing the best product and service we can at the lowest possible price. B&H has a highly successful contract with E&I Cooperative Services for our Higher Education customers. B&H's contract has been their fastest growing contract and was awarded the supplier of year for two years with them and intend on replicating this success with National IPA-TCPN in the public sector. B&H supplies 98% of the Fortune 2000 companies, such as The Walt Disney Company, Google, Microsoft.

### Emergency purchases

The standard delivery time on stock items should be 2-4 business days however many different options are available for expedited shipping including overnight shipping which is available, for orders placed before 3:00pm, at a reasonable cost. Most items ship same day.

### Administrative and Reporting Capabilities

We implemented tractable information in every step of our process and an extensive reporting system to track them. B&H offers flexible reporting capabilities and can offer custom sales reports as needed. We are currently reporting to more than 50 entities.

Online Capabilities include electronic ordering, E-commerce, procurement cards, billing and access to Supplier's electronic catalogs.

### Payment Methods

B&H offers Net 30 terms credit accounts for B2B customers and also accepts payment methods such as credit cards, check and ACH.

### Leasing/Financing

<http://www.bhphotovideo.com/find/jsp/leasing.jsp>

### Warranty

B&H sells quality products with manufacturer's USA warranties. We also offer additional extended manufacturer and third party 2-5 year extended warranties available for a minimal cost.

### Website & e-Procurement Capabilities

Our [highly-rated](#) website and [apps](#) offer shopping at your leisure. Our industry experts prepare the comprehensive product information you will find on our site, and within a minute of selecting Live Chat they will be available as personal guides. Your purchasing and product inquiries can be made by email as well. We combine the personability of a storefront with the convenience of a web retailer. Our site moves fast, our staff moves even more quickly when responding to you, and our ship out same-day policies move your order out the door with immediacy.

B&H B2B  
420 Ninth Avenue  
New York, NY 10001



govedbids@BandH.com  
(800) 947-8003 x 7742  
www.BandH.com/b2b

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## T H E   P R O F E S S I O N A L ' S   S O U R C E

B&H offers customized E-quote, PO Punch-Out and Procurement Card Check-Out Portals for Institutions and their faculty as well as EDI and cXML processing.

B&H is dedicated to being a leader in e-procurement and have an internal team that manages the contract and e-procurement enablements. Our website offers tiered wishlist/favorites functionality, email/chat services for 1 on 1 technical help and a plethora of information, reviews, and recommended accessories on page for each product.



B&H is currently set up with over 450 customers with various ERP systems and growing every day. We partner with a variety of e-Procurement systems such as: *SciQuest, e-SchoolMall, Ariba Ready – Platinum, PeopleSoft, Perfect Commerce, SAP, Oracle, Vinimaya, Coupa, Workday* and more.

### Go Green

B&H is committed to supporting the US government Go Green initiatives and offer our customers a wide variety of Green compliant products. We work with major certifications such as Energy Star, EPEAT, RohS and others to allow customers to search for these products. We have also created a Go Green products showcase on our website that can be found at:

<http://www.bhphotovideo.com/c/browse/green-products/ci/29817/N/3708116854>

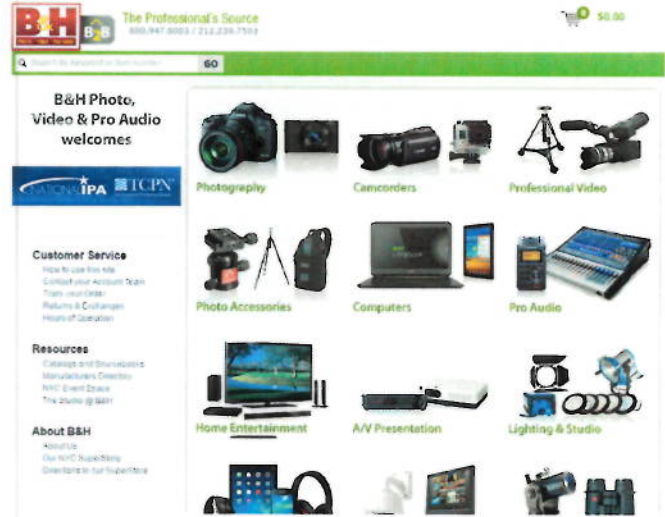
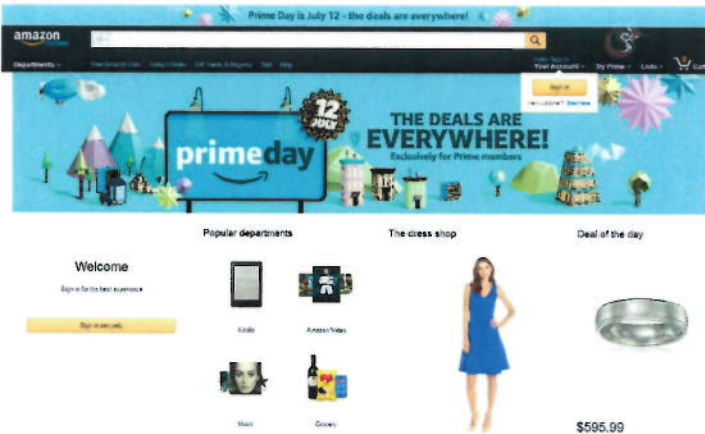
### Competition

B&H has a unique position in the technology supplier landscape. We see Amazon.com to be our major competition being the major ecommerce seller but we stand apart drastically on our core focuses. Amazon is a huge supplier of all products whether technology related or not. B&H only focuses closely on the areas of expertise we hold and isn't interested in selling products we don't know. B&H offers a huge selection of carefully tailored recommended accessories and customer support to make recommendations based on our personal and professional past experiences. B&H has also tailored our site for our B2B purchasers with no advertisements and a wealth of informational resources to help the purchaser make the right decision for their agency.





## THE PROFESSIONAL'S SOURCE



### Contract Implementation

#### Training

B&H continuously holds trainings for our B2B sales and service departments on new product, sales processes and contracts. Upon award of the contract we will begin training sessions in groups of 10 explaining the contract and how to best implement. Our sales teams currently utilize a variety of contract vehicles and are familiar with the concepts and how government purchasing works.

#### Landing Page / Purchasing Portal

Upon award B&H will set up an informational landing page about the details of the contract and p-card purchasing / e-quote portal for National IPA-TCPN users to utilize reflecting contract pricing.

#### Take away summary

B&H offers the following unique benefits

- Selection: over 475,000 items and 5,500 Brands [www.BandH.com](http://www.BandH.com)
- Stock: B&H has the largest stock in the industry with 1,000,000+ square foot warehouse space.
- A vast base of information on our website with technical specifications, customer reviews and recommended accessories.



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T H E   P R O F E S S I O N A L ' S   S O U R C E

- Quick Delivery; average delivery time is 3 business days across the United States but the majority of the time items ship with 1 day zone delivery within New York State.
- [EDU Advantage](#); Discounts on qualified products to Educators and Students in approved fields.
- [Excellent Customer Service](#); B&H earned multiple awards for our excellence in customer service.
- [24/7 Online Order Tracking](#)
- Experienced Professional Representatives
- Pre & Post-Sales Support
- Extensive customized E-procurement options
- [Free Training/Educational articles, Videos, Lessons, Events, Workshops, and Source Books](#)
- [Purchasers like to shop at B&H](#); B&H is ranked in the top 300 must visited sites in the US