

Participating Addendum Number 505ENT-O27-PIOCSUPPLY-00
for
Products and Supplies for Correctional Facilities and Incarcerated
Individuals
between
The State of Wisconsin
and
Bob Barker Company, Inc.

This Participating Addendum is entered into by The State of Wisconsin ("Participating Entity") and the following Contractor (each a "Party" and collectively the "Parties") for the purpose of participating in NASPO ValuePoint Master Agreement Number 4400036123, executed by Contractor and South Carolina ("Lead State") for Products and Supplies for Correctional Facilities and Incarcerated Individuals ("Master Agreement"):

Bob Barker Company, Inc. ("Contractor")
7925 Purfoy Road
Fuquay Varina, NC 27526

I. PARTICIPATING ADDENDUM CONTACTS.

Contractor's contact for this Participating Addendum is:

Sabrina Henner
Contract Specialist
sabrinahenner@bobbarker.com
1-800-334-9880

Participating Entity's contact for this Participating Addendum is:

Nathan Fiene
Procurement Specialist
nathan.fiene@wisconsin.gov
608-264-7892

- II. TERM.** This Participating Addendum is effective as of the date of the last signature below or July 1, 2026, whichever is later, and will terminate upon termination of the Master Agreement, as amended, unless the Participating Addendum is terminated sooner in accordance with the terms set forth herein.

- III. PARTICIPATION AND USAGE.** This Participating Addendum may be used by all state agencies, institutions of higher education, cities, counties, districts, and other political subdivisions of the state, and nonprofit organizations within the state if authorized herein and by law. Participating Entity has sole authority to determine which entities are eligible to use this Participating Addendum. If Contractor becomes aware that an entity's use of this Participating Addendum is not authorized, Contractor will notify NASPO ValuePoint to initiate outreach to the appropriate parties.

The State of Wisconsin, Department of Administration may terminate this contract at any time upon 30-day prior written notice. Upon termination or other expiration of this contract, each party shall assist the other party in orderly termination of the contract and the transfer of all assets, tangible and intangible, as may facilitate the orderly, nondisrupted business continuation of each party. This provision shall not relieve the contractor of the obligation to perform under any purchase order or other similar ordering document executed prior to termination becoming effective.

- IV. GOVERNING LAW.** The construction and effect of this Participating Addendum and any Orders placed hereunder will be governed by, and construed in accordance with, Participating Entity's laws.
- V. SCOPE.** Except as otherwise stated herein, this Participating Addendum incorporates the scope, pricing, terms, and conditions of the Master Agreement and the rights and obligations set forth therein as applied to Contractor and Participating Entity and Purchasing Entities.
- a. Products.** All products available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities with the exclusion of those identified in Attachment B.

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- b. **Services.** All services available through the Master Agreement may be offered and sold by Contractor to Purchasing Entities.
- c. **Contractor Partners.** All subcontractors, dealers, distributors, resellers, and other partners identified on Contractor's NASPO ValuePoint webpage as authorized to provide Products and Services to Participating Entity may provide Products and Services to users of this Participating Addendum. Contractor will ensure that the participation of Contractor's subcontractors, dealers, distributors, resellers, and other partners is in accordance with the terms and conditions set forth in the Master Agreement and in this Participating Addendum.

Any amendment to the Master Agreement shall be deemed incorporated into this Participating Addendum unless the amendment is rejected by Participating Entity in writing to Contractor within ten (10) calendar days of the amendment's effective date and is documented thereafter via written amendment hereto.

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

VI. ORDER OF PRECEDENCE.

- a) Wisconsin's Participating Addendum; Participating Entity's Participating Addendum shall not diminish, change, or impact the rights of the Lead State with regard to the Lead State's contractual relationship with Contractor under the terms of the Master Agreement.
- b) The Master Agreement
- c) The Solicitation including all Addenda
- d) Contractor's response to the Solicitation.

These documents shall be read to be consistent and complementary. Any conflict among these documents shall be resolved by giving priority to these documents in the order listed above. Except for the terms included in the Attachment and Exhibits hereto, no other terms and conditions shall apply, including terms listed or referenced on the Contractor's website, in the Contractor's quotations or in similar documents subsequently provided by the Contractor, unless otherwise agreed by the Parties.

- VII. ORDERS.** Purchasing Entities may place orders under this Participating Addendum by referencing the Participating Addendum Number on an Order. Each Order placed under this Participating Addendum is subject to the pricing and terms set forth herein and in the Master Agreement, including applicable discounts, reporting requirements, and payment of administrative fees to NASPO ValuePoint and Participating Entity, if applicable.

Sales & Purchase Tax will be charged, if required under Wisconsin State Statute.

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

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IX. PARTICIPATING ENTITY REPORTING REQUIREMENTS.

Contractor must submit electronic reports, including all sales and service/maintenance, made against this Participating Addendum in Microsoft Excel compatible format, easily sorted for various data and inclusion into a pivot table, via email DOAESContractUsageReporting@wisconsin.gov (or as amended). Report must include, at a minimum:

- Name of the purchasing entity
- Date of order/release
- Contract Price (total)
- Any additional costs detail

Reports shall retain the same format throughout the life of the contract unless mutually agreed upon and Contractor agrees to provide additional reports if requested by the State of Wisconsin in a format and frequency as mutually agreed upon by both parties. The quarterly report is due no later than 30 calendar days after the end of each quarter from the start of the contract date. If there are no sales during the reporting period, Contractor must report zero sales.

- Quarter 1: January 1 through March 31 (Due on or before April 30)
- Quarter 2: April 1 through June 30 (Due on or before July 30)
- Quarter 3: July 1 through September 30 (Renewal Due on or before October 30)
- Quarter 4: October 1 through December 31 (Due on or before January 30)

X. REMOVAL OF PROHIBITED FOREIGN PRODUCTS STANDARD. Pursuant to Governor Evers' Executive Order #184, the Removal of Prohibited Foreign Products Standard is intended to provide standardization on the removal of prohibited foreign products and technologies from State of Wisconsin IT Systems. Therefore, Contractors providing Goods and Services under this Participating Addendum are prohibited from using the vendors and/or software identified in the Division of Enterprise Technology (DET) IT Security Standards Handbook 290 Removal of Prohibited Foreign Products Standard. Contractor must act as a Prime Contractor who will ensure the Subcontractors and third parties meet the State of Wisconsin standards throughout the Participating Addendum term.

XI. WEB CONTENT ACCESSIBILITY GUIDELINES. Beginning April 26, 2027, the State shall ensure the web content and mobile apps the State provides or makes available, directly or through contractual, licensing, or other arrangements, complies with 28 CFR 35.200(a) - (b)(1) <https://www.ada.gov/assets/pdfs/web-rule.pdf>.

Where required pursuant to 28 CFR Part 35 Subpart H, Contractor shall comply with the Americans with Disabilities Act (ADA) in a manner consistent with the W3C Web Content Accessibility Guidelines (WCAG), version 2.1 ("WCAG 2.1"), at conformance levels A and AA for all Commodities and Services provided under this Participating Addendum.

If during the term of this Participating Addendum, Contractor fails to maintain compliance with WCAG 2.1 A and AA, or the State of Wisconsin identifies an accessibility barrier in the Commodities or Services that renders it inaccessible or unusable to people with disabilities under the State's employment-related obligations from title 1 of the ADA, the State of Wisconsin shall notify Contractor of non-compliance. If conformance is not reached within 30 Days of Contractor receiving the notification of non-compliance, Contractor and the State of Wisconsin shall meet and mutually agree upon an appropriate timeline for resolution of the accessibility barrier(s). Should Contractor: (i) fail to acknowledge receipt of the notification within 30 Days of receipt, or (ii) fail to materially resolve the accessibility barrier(s) within the agreed-upon timeline, Contractor agrees to indemnify and hold harmless the State of Wisconsin from any claims arising out of its failure to comply with the aforesaid requirements. Failure to comply with these

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requirements throughout the Participating Addendum term may be grounds for cancellation of the Participating Addendum by the State of Wisconsin.

The State of Wisconsin may also require Contractor to provide an Accessibility Conformance Report (ACR) or Voluntary Product Accessibility Template (VPAT) upon request to demonstrate compliance with this requirement.

- XII. HIGH-RISK CONTRACTS.** Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the Participating Entity, to the Department of Administration for approval any order or amendment that would change the scope of this Participating Addendum and have the effect of increasing the Participating Addendum price. The Department of Administration shall be authorized to review the original Participating Addendum and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original Participating Addendum and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the Participating Entity in negotiations regarding any change to the original Participating Addendum price.
- XIII. OTHER DOCUMENTS.** The parties to this Participating Addendum understand and agree that standard forms or templates may be used for various purposes, including but not limited to purchase orders, invoices, quotes, Website Terms and/or Conditions, or click-to-accept agreement(s), some of which may contain boilerplate or standard terms and conditions ("Other Documents"). However, any use of Other Documents is not a part of this Participating Addendum and is deemed to be for administrative convenience only, and the terms therein are of no effect, have no force of law, and do not modify the terms of this Participating Addendum.
- XIV. ATTACHMENTS.** This Participating Addendum includes the following attachments:
- a. Attachment A: Wisconsin Terms and Conditions (DOA-3054)
 - b. Attachment B: Products excluded due to pre-existing mandatory contracts.
 - c. Attachment C: Wisconsin's Cooperative Purchasing Service (DOA-3333)
- XV. NOTICE.** Any notice required herein shall be sent to the following:
- | | |
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| <p>For Contractor:</p> <p>Sabrina Henner
 Contract Specialist
 sabrinahenner@bobbarker.com
 1-800-334-9880</p> | <p>For Participating Entity:</p> <p>Nathan Fiene
 Procurement Specialist
 nathan.fiene@wisconsin.gov
 608-264-7892</p> |
|--|--|
- XVI. SUBMISSION OF PARTICIPATING ADDENDUM TO NASPO VALUEPOINT.** Upon execution, Contractor shall promptly email a copy of this Participating Addendum and any amendments hereto to NASPO ValuePoint at pa@naspovaluepoint.org. The Parties acknowledge and agree that the Participating Addendum, as amended, may be published on the NASPO ValuePoint website.

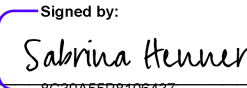
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SIGNATURE

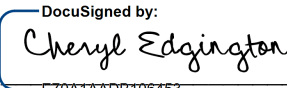
The undersigned for each Party represents and warrants that this Participating Addendum is a valid and legal agreement binding on the Party and enforceable in accordance with the Participating Addendum's terms and that the undersigned is duly authorized and has legal capacity to execute and deliver this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

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

CONTRACTOR:

Signed by:

8C39A55B8106437...
Signature
Sabrina Henner
Printed Name
Proposal Manager
Title
7/9/2026 | 11:12 AM CDT
Date

PARTICIPATING ENTITY:

DocuSigned by:

E70A1AADB106453...
Signature
Cheryl Edgington
Printed Name
Bureau Director
Title
7/16/2026 | 11:56 AM CDT
Date