



Master Contract Agreement for Audio Visual Supplies and Services

This Contract Agreement ("Master Agreement") is made between the **Central Indiana Educational Service Center (CIESC)**, 3500 DePauw Blvd. Suite 2020, Indianapolis, Indiana, 46268, and **B&H Foto & Electronics Corp.** (Supplier), 420 9th Ave, New York, New York, 10001.

1. Term and Termination

- **Effective Date:** This contract is effective upon the date of the final signature below.
- **Term:** This contract expires on August 30, 2030, unless terminated earlier by either party.
- **Renewal:** With mutual agreement, this contract can be renewed without additional competitive bidding for two additional years. Such renewals would allow for the continuation of services and/or the extension of products and services to participating entities.
- **Termination:** This contract may be terminated by either party with 30 days written notice. Any invoices issued up to and including the date of termination for any reason shall be paid in accordance with the agreed upon payment terms. Any items identified as non-cancellable and/or non-returnable cannot be cancelled and/or returned, as applicable.

2. Scope of Contract

- Supplier shall provide Audio Visual Supplies to eligible entities in accordance with the specifications, requirements, and terms outlined in this Master Agreement.
- Eligible Entities:
 - All K12 School Districts (public, charter, private) nationwide
 - Higher Education Institutions
 - Federal and State Government Entities
 - Nonprofit Organizations
 - Education Service Cooperatives
 - Other Public Entities authorized to participate

3. Products and Services

- Primary product categories include, but are not limited to:
 - Flat panel displays/TVs
 - Video Input/Output Equipment
 - Classroom conferencing systems
 - Audio Systems
 - Aerial Projection Screens and Video Projectors
 - Control Systems (touch panels, remote controls)
 - Wireless presentation tools
 - Lecture capture devices
 - Digital signage solutions
 - Interactive whiteboards and displays
 - Cables, mounts, racks, and other peripheral accessories
- New products and/or services that are within the scope of this contract may be added at any time during the contract term by written amendment.

4. Pricing

- All products and services under this Master Contract will be priced at or below the price stated in the Supplier's Proposal
- Prices will not include Federal Excise Tax, Transportation Tax, or State Sales Tax as these taxes do not apply to purchases by the participating entities.
- Supplier agrees that the cost for any item purchased through this contract will be uniform for all qualified participating entities, however, special discounts may be offered for large volume purchases.
- Price increase requests require a 90 day notice with supporting documentation and mutual acceptance.

5. Orders and Payments

- Each participating entity shall issue its own orders detailing specific options and delivery instructions. Participating entities shall be responsible to make payments directly to the Supplier for all products and services requested.

6. Reporting and Administrative Fee Payment

- Supplier will provide a quarterly report of total gross dollar volume of all products and services paid by each participating entity through the contract to CIESC and Edge Public.
- Other sales reports may be requested throughout the duration of the contract.
- The administrative fee is payment owed by the supplier to Edge Public, calculated at 1.75% of the total purchase amount paid to the Supplier, excluding refunds and returns.

7. Record Keeping and Amendments

- Supplier will retain all books, records, and other documents relative to the contract for five years after final payment, or until audited, whichever is sooner.
- Any amendment to this contract must be in writing and will not be effective until it has been duly executed by the parties.

8. General Indemnification

- Supplier agrees to indemnify and hold harmless CIESC, ESC of I, and any other participating entities, successors, assigns, employees and agents from and against any and all claims, costs, expenses, damages, and liabilities, including reasonable attorney's fees, arising out of (i) the negligent acts or willful misconduct of the supplier, directors and employees, agents or subcontractors; (ii) any breach of the terms of this agreement by the supplies; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the supplier under this agreement. The supplier agrees to notify CIESC by certified mail, return receipt requested, immediately upon knowledge of any claim, suit, action or proceeding for which it may be entitled to indemnification under this agreement.

9. Force Majeure

- Neither party to this contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision shall provide the other party prompt written notice of the default.

10. Insurance

- Supplier must maintain insurance policies in effect at all times during the performance of this contract with the following limits:
 - Workers' Compensation insurance coverage that meets or exceeds legal requirements
 - Professional liability insurance coverage with minimum limits of \$1,000,000
 - Commercial general liability limit of \$1,000,000

11. Federal Provision Compliance

- Participating entities that use United State federal grant or FEMA funds to purchase goods or services from this contract may be subject to additional requirements including the procurement standards under 2 C.F.R. 200.
- Supplier acknowledges they are in compliance with the following provisions:
 - Equal Employment Opportunity
 - Davis-Bacon Act
 - Contract Work Hours and Safety Standards Act
 - Rights to Inventions Made Under a Contract or Agreement
 - Clean Air Act

- Debarment and Suspension
- Byrd Anti-Lobbying Amendment
- Record Retention Requirements
- Energy Policy and Conservation Act
- Buy American Provisions
- Access to Records
- Procurement of Recovered Materials

IN WITNESS WHEREOF, the Parties have executed this Master Contract Agreement as of the date written below

Central Indiana Educational Service Center

Signature: *Kelly Taylor*

Name: Kelly Taylor

Title: Director of Cooperative Programs

Date: 9/12/2025

B&H Foto Equipment Corp.

Signature: *Manny Steigman*
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Name: Manny Steigman

Title: VP Marketing

Date: 9/30/2025