

WSU Contract SPC009414**1. PARTIES**

This WSU Contract SPC009414 (“**Contract**”) is dated the date of last signature below and is between Washington State University, an institution of higher education and an agency of the state of Washington (“**WSU**”), and V Group, Inc., a corporation organized under the laws of the State of New Jersey (“**Contractor**”).

2. PURPOSE

This Contract provides the terms and conditions applicable to digital accessibility services that may be provided by Contractor. This Contract is awarded pursuant to the competitive solicitation known as RFQQ CC0487-JMC (“RFQQ”), as posted to the Washington Electronic Business Solutions website by WSU on January 22, 2026.

3. NO OBLIGATION

WSU shall have no obligation to request services under this Contract; WSU may instead use this Contract at its convenience to meet its digital accessibility needs as it may determine are required from time to time.

4. ORDERING SERVICES

WSU may order services from this Contract, consistent with the terms herein, using a purchase order. All purchase orders should reference “WSU Contract SPC009414” and contain adequate information to describe the services to be provided by Contractor. The terms of this Contract shall apply to any purchase order issued hereunder, and in the event of any conflict with the purchase order, the terms of this Contract shall prevail. In no event shall any quote, click-agreement, other agreement, or communication modify the terms and conditions of this Contract.

5. SCOPE OF SERVICES

If so desired by WSU, Contractor will provide services, staff, and otherwise do all things necessary for or incidental to the performance of work, consistent with the RFQQ and Contractor’s submitted response for awarded Category 3.2.3: Web Content (HTML/CSS/JavaScript) Remediation and Compliance Services. For purposes of establishing a statement of services, Exhibit A is attached hereto and incorporated into this Contract by reference.

6. PERIOD OF PERFORMANCE

The period of performance shall be the date of execution of this Contract through June 30, 2028, (“**Period of Performance**”) unless a written amendment electing to utilize a one-year renewal to this Contract is mutually agreed upon in writing. In the event a purchase order is issued prior to June 30, 2028, for services to be delivered after that date, the purchase order shall be valid, and the terms and conditions of this Contract shall continue to apply to that purchase order for its duration.

7. COMPENSATION AND PAYMENT

7.1 All payments under this Contract shall be in United States dollars.

- 7.2 Each purchase order shall set forth the compensable services and the not-to-exceed amount for the services in question.
- 7.3 Contractor's compensation for services shall not exceed those amounts found in Exhibit A unless a written amendment to this Contract is mutually agreed upon in writing.

8. BILLING PROCEDURES

- 8.1 WSU will pay Contractor upon receipt of properly completed invoices. All invoices must be submitted to the designated invoice contact listed on the purchase order. To avoid delayed payment, each invoice should list the associated purchase order number.
- 8.2 The invoices shall describe and document to WSU's satisfaction a description of the work performed, the progress of the services, and fees.
- 8.3 Payment shall be considered timely if made by WSU within thirty (30) days after receipt of a properly completed invoice. Payment shall be sent to the address designated by the Contractor.
- 8.4 WSU may, in its sole discretion, terminate the Contract, terminate any purchase order, or withhold payments claimed by the Contractor for services rendered if the Contractor fails to satisfactorily comply with any term or condition of this Contract.
- 8.5 Contractor shall not invoice in advance or in anticipation of providing services or supplies under this Contract. No payments in advance or in anticipation of providing services or supplies provided under this Contract will be made by WSU.
- 8.6 All invoicing from Contractor under this Contract must be submitted to WSU no later than sixty (60) days after the delivery of services ("**Final Invoice Date**"). Invoices submitted after the Final Invoice Date may not be eligible for payment.

9. CONTRACT MANAGEMENT

- 9.1 The "Contract Manager" for each party is named below and shall be the contact person for all communications regarding the performance of this Contract.

	CONTRACT MANAGER FOR CONTRACTOR	CONTRACT MANAGER FOR WSU
NAME	Vijay Palandurkar	JoAnne Costa
TELEPHONE	609-371-5400 x 113	509-335-3695
EMAIL	WABids@vgroupinc.com	joanne.costa@wsu.edu

- 9.2 For the avoidance of doubt, any purchase order issued under this agreement may include additional administrative contacts for purposes of billing and coordinating services under the purchase order.

10. ASSURANCES

WSU and Contractor agree that all activity pursuant to this Contract will be in accordance with all applicable Federal, state, and local laws, rules, and regulations.

11. ADDITIONAL TERMS INCORPORATED BY REFERENCE

- 11.1 The WSU "General Terms and Conditions" (dated August 20, 2025) ("**General Terms and Conditions**") are incorporated into this Contract by reference. The General Terms and Conditions are available at the following link:
<https://wpcdn.web.wsu.edu/wp-fais/uploads/sites/3309/2025/08/General-Terms-and-Conditions-8.20.2025.pdf>.
- 11.2 The following additional data security terms apply to this Contract (check one only):
- A. ☒ The WSU "Data Security Addendum" (dated August 20, 2025) ("**Data Security Addendum**") is incorporated into this Contract by reference. The Data Security Addendum is available at the following link: <https://wpcdn.web.wsu.edu/wp-fais/uploads/sites/3309/2025/08/Data-Security-Addendum-8.20.2025.pdf>.
- B. ☐ No additional data security terms. The Data Security Terms are not incorporated into this Contract.
- 11.3 This Contract is funded in whole or in part by (check one only):
- A. ☐ A Federal Financial Assistance Award governed by 2 CFR Part 200.
- i. The WSU "Additional Terms and Conditions for Federal Grant Funded Purchases" (dated January 29, 2025) ("**Grant Terms**") are incorporated into this Contract by reference.
- ii. The Grant Terms are available at the following link:
<https://wpcdn.web.wsu.edu/wp-fais/uploads/sites/3309/2025/01/Additional-Terms-and-Conditions-for-Federal-Grant-Funded-Purchases-1.29.2025.pdf>.
- B. ☐ A Federal Contract governed by the Federal Acquisition Regulations.
- i. The WSU "Additional Terms and Conditions for Federal Contract Funded Purchases" (dated January 29, 2025) ("**FAR Terms**") are incorporated into this Contract by reference.
- ii. The FAR Terms are available at the following link:
<https://wpcdn.web.wsu.edu/wp-fais/uploads/sites/3309/2025/01/Additional-Terms-and-Conditions-for-Federal-Contract-Funded-Purchases-1.29.25.pdf>.
- C. ☒ No Federal funding is involved. Neither the Grant Terms nor the FAR Terms are incorporated into this Contract.
- 11.4 Modifications to the General Terms and Conditions, the Data Security Addendum, the Grant Terms, or the FAR Terms, if any, are included below in Exhibit B. Exhibit B is attached hereto and incorporated into this Contract by reference.
- 11.5 Contractor represents and warrants that it has reviewed and understands the General Terms and Conditions. Additionally, Contractor represents and warrants that it has reviewed and understands the Grant Terms, FAR Terms, and Data Security Addendum as applicable.

12. ORDER OF PRECEDENCE

In the event of an inconsistency in this Contract, the inconsistency shall be resolved by giving precedence in the following order:

1. This Contract;
2. Exhibit B;
3. The Grant Terms or FAR Terms, as applicable;
4. The Data Security Addendum, as applicable;
5. The General Terms and Conditions;
6. Exhibit A;
7. Any other provision, term or material otherwise referenced or incorporated.

13. CONFORMANCE AND SEVERABILITY

If any provision of this Contract violates any statute or rule of law, it is considered modified to conform to that statute or rule of law. If any court finds any part of this Contract to be invalid or unenforceable, such invalidity or unenforceability shall not in any way affect the other provisions of this Contract which can be given effect without the invalid provision, provided that such remainder conforms to the requirements of applicable law and fundamental purpose of this Contract.

14. APPROVAL

This Contract is subject to the approval of both parties and will not be binding until signed by both parties' authorized representatives. This Contract may only be altered, amended, or any provision waived by a written amendment executed by both parties.

15. ENTIRE AGREEMENT

This Contract contains all the terms and conditions agreed upon by WSU and Contractor. No other understandings, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind either of the parties hereto.

The parties are signing this Contract on the date stated opposite the signature of each party's duly authorized representative.

V GROUP, INC.

Vijay Palandurkar

Vijay Palandurkar, CEO

07/03/26

Date

WASHINGTON STATE UNIVERSITY

JoAnne Costa

JoAnne Costa

Contract Specialist, PACS

Digitally signed by
JoAnne Costa
Date: 2026.07.07
09:23:47 -07'00'

7/7/26

Date

EXHIBIT A

Statement of Work

1. Purpose

This Statement of Work (“SOW”) defines the services to be provided by V Group, Inc., (“Contractor”) under Contract SPC009414 for the following awarded categories:

- **Category 3.2.3 – Web Content (HTML/CSS/JavaScript) Remediation and Compliance Services**

All services will be provided on an as-needed basis through individual WSU purchase orders (“POs”). Each PO will define the specific scope, timelines, deliverables, and acceptance criteria applicable to that engagement. Contractor shall not use subcontractors, including Arc Source Group, Inc., offshore personnel or offshore subcontractors, without the prior written approval of WSU. No subcontractor or offshore personnel may access, store, transmit, or process WSU data unless expressly authorized in writing by WSU.

2. Applicable Standards

For all services under this SOW, Contractor shall meet the accessibility standards specified in each PO, which may include:

- **WCAG 2.1 Level AA** (minimum)
- **WCAG 2.2 Level AA**, when requested
- **Section 508**, when applicable
- **EN 301 549**, when applicable

All other compliance, security, and performance obligations are governed by the Contract, General Terms & Conditions, and Data Security Addendum.

3. Services by Category

Category 3.2.3 – Web Content (HTML/CSS/JavaScript) Remediation and Compliance Services

Contractor shall provide web accessibility remediation services for HTML/CSS/JavaScript content as identified in each PO. Services may include:

- Accessibility audits of web pages, templates, components, and interactive elements
- Identification and correction of accessibility barriers, including:
 - Semantic structure and ARIA accuracy
 - Keyboard navigation and focus order
 - Color contrast and visual presentation
 - Zoom/reflow behavior (200%–400%)
 - Form labeling, instructions, and error handling
 - Multimedia accessibility requirements
- Manual assistive technology testing, including:
 - NVDA, JAWS, VoiceOver, TalkBack
 - Keyboard-only navigation
 - High-contrast modes and magnification
- Verification of fixes and regression testing
- Documentation of findings, fixes, and compliance status

Deliverables may include:

- Accessibility audit reports
- Issue matrices mapped to WCAG success criteria
- Developer-ready remediation guidance
- Verified remediated code or templates
- Final validation reports

4. Pricing

All services shall be billed according to the Contractor's Cost Proposal included in its proposal and attached to this Contract. No advance prepayments are permitted.

5. WSU Responsibilities

WSU will:

- Identify deadlines and priority levels
- Provide a point of contact for each PO
- Provide access to relevant systems, files, or environments as needed

6. Deliverable Acceptance

A deliverable is accepted when:

- WSU confirms conformance, or
- Ten (10) business days pass without written notice of deficiency or PO specific timeline

Contractor shall correct deficiencies at no additional cost.

7. Changes to Scope

Changes to this SOW require a written amendment to the Contract or a revised PO.

EXHIBIT B

Modifications to Terms and Conditions

Termination is governed by Section 17 (Termination) of the WSU Terms & Conditions which are incorporated by reference. However, WSU will endeavor to provide reasonable advance written notice of termination for convenience when practicable.

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- Check responsive behavior at common breakpoints for reflow and operability on mobile, tablet, and desktop

d. How are automated and manual testing combined?

Automated and manual testing are applied in a deliberate, sequential workflow — each stage building on the previous:

Step	Method	Purpose
Step 1	Automated scan (Axe, WAVE, Accessibility Insights)	Establish baseline and identify hot spots by template and component
Step 2	Manual testing (DHS Trusted Tester grounded)	Confirm usability and catch what automation misses — keyboard behavior, semantics, dynamic interaction, and AT experience
Step 3	AT validation (JAWS, NVDA, ZoomText)	Confirm key workflows work for real users, not just that the DOM looks compliant
Step 4	Remediation	Developer-ready guidance or direct code fixes; content author fixes in CMS
Step 5	Retest loop	Re-run automated checks to confirm closure; repeat manual checks for affected templates and critical workflows; update findings log and produce verification report

This scan, verify, fix, and re-verify loop ensures that every issue is confirmed by a human before it is reported, every fix is verified before it is closed, and the final verification package reflects the actual state of the content.

e. How is content verified to meet accessibility standards?

Web content is verified through a documented test and retest cycle that combines automated checks, structured manual testing, assistive technology validation, and a defensible verification package:

- **Automated recheck:** Re-run Axe and WAVE after remediation to confirm closure of all tool-detected issues and identify any regressions introduced during fixes.
- **Manual retest:** Repeat structured manual checks focused on originally identified high and medium defects and regression risk areas — particularly for shared components and templates where a fix in one area can affect behavior elsewhere.
- **AT validation:** Re-validate representative workflows with JAWS/NVDA and magnification to confirm real-world usability of remediated content.

Verification Package Delivered with Every Web Engagement:

Artifact	Contents
Findings log	Issue, WCAG criterion, severity, location, reproduction steps, fix applied, and retest status
Verification report/checklist	Scope tested including pages, templates, components, and flows; tools used (automated, manual, and AT); results summary; residual exceptions if any; retest date and confirmation
Optional annotated screenshots	Visual guidance notes for future content authors to prevent recurrence

f. Estimated turnaround time:

50 to 100 web pages/templates	2 to 6 weeks	Typical testing effort ranges from 30 to 60 hours for template-based sites to 80 to 120 hours for highly unique
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		pages with complex workflows, forms, or dynamic components
Simple content pages	0.5 to 1.0 hour per page	Manual and automated testing combined
Template pages with reusable components	1.5 to 3.0 hours per template	Includes component-level testing and remediation
Forms and authenticated flows	2 to 6 hours per flow	Includes form logic, error handling, and AT validation
AT validation add-on	Add 20 to 40% to base estimate	Screen reader and keyboard validation across a representative set

All turnaround estimates will be confirmed at intake based on actual scope, content complexity, CMS access, and available source files. Actual timelines and milestones will be documented in each purchase order.

g. Pricing/Quotes

Expedited Service Conditions:

- The expedited premium applies only after all required inputs have been received, including final files, source files, system access, and test credentials.
- Expedited engagements include one review and retest cycle. Additional cycles are billed at standard rates unless the revised timeline still falls within the original expedited deadline, in which case the expedited premium continues to apply.
- If scope changes after an expedited engagement has commenced, the expedited timeline will reset or the applicable premium will escalate to reflect the revised delivery requirement.
- Expedited service is subject to staffing availability at the time of request and is not guaranteed.

i. Provide hourly rates, per-page rates, or pricing structure	\$127.10/hour			
ii. Provide bread points for any volume discounts	N/A			
iii. Provide any expedites services premiums	Service Tier	Turnaround	Premium	Effective Multiplier
	Expedited	5 business days or less	+25%	1.25× standard rate
	Rush	3 business days or less	+50%	1.50× standard rate
	Emergency	2 business days or less / weekend delivery	+100%	2.00× standard rate

WSU's web environment is one of the most complex digital ecosystems Team V Group will encounter on this roster, spanning 1,200+ WordPress properties, multiple CMS platforms including Drupal and Umbraco, forms tools including Gravity Forms, Qualtrics, Slate, and Airtable, and a wide range of web applications across 60+ colleges and administrative units. Our web content remediation workflow is built to handle exactly this kind of diversity — starting at the template and component level for maximum impact, scaling to full site remediation where needed, and always leaving WSU teams with clear, actionable documentation that helps them stay compliant long after our engagement ends.