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Master Contract Agreement for ADA Digital Accessibility Consulting Services

This Contract Agreement ("Master Agreement") is made between the **Educational Cooperative Purchasing Alliance (ECPA)** managed by the Central Indiana Educational Service Center (CIESC), 3500 DePauw Blvd. Suite 2020, Indianapolis, Indiana, 46268, and **Word Wizards, Inc.** (Supplier), 8609 Second Avenue, Suite 406-B, Silver Spring, MD, 20910.

1. Term and Termination

- **Effective Date:** This contract is effective upon the date of the final signature below.
- **Term:** This contract expires five years from the date the contract is executed, 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 180 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 consulting services, assessment, recommendations, and design support to achieve and maintain conformance with current and emerging digital accessibility standards to eligible entities in accordance with the specifications, requirements, and terms outlined in this Master Agreement.
- Eligible Entities:
    - All K12 and Higher Education Institutions nationwide
    - Federal and State Government Entities
    - Political Subdivisions
    - Nonprofit Organizations
    - Education Service Cooperatives
    - Public and Private Charter Schools

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- Head Start Programs
- Other Public Entities authorized to participate

3. Products and Services

- **Accessibility Assessments and Audits:** Comprehensive testing and evaluation of digital properties, including but not limited to websites, web applications, mobile applications, online portals, digital documents and forms, and multimedia content.
- **Program Roadmaps, Strategy & Ongoing Advisory:** Strategic consulting and ongoing advisory services to support agencies in planning, sequencing, and managing accessibility initiatives over time.
- **Remediation Planning, Design & Implementation Support:** Remediation planning, design guidance, and implementation support for agencies and their development.
- **Training, Education & Capacity Building:** Training and enablement needs of agencies to build internal capacity to sustain accessibility over time.
- **Policy, Governance & Program Management:** Establishment and ongoing operation of sustainable accessibility governance, policies, and program management policies.
- Document & PDF Remediation: Accessibility of electronic documents, including PDFs and other common file formats used for public-facing and internal content.
- **Video, Audio & Multimedia Accessibility Consulting:** Accessibility of video, audio, and other multimedia content through services and advisory support.

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 or service 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

- Edge Public Administrative Role:
  - Edge Public shall act as the GPO of record and may:
    - Collect and report usage data
    - Facilitate communication and marketing efforts

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        - Receive a cooperative administrative fee from Supplier, the details of which are addressed in a separate Supplier Agreement between Edge Public and the Supplier
- Supplier agrees to report quarterly sales made under this Agreement to Edge Public and remit any agreed fees accordingly
- 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 based on the terms within the RFP. This fee applies to all sales of products and/or services made to participating entities, excluding refunds and returns.

7. Record Keeping and Amendments

- Supplier will retain all books, records, and other documents related 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

- The vendor agrees to indemnify, defend and hold harmless ECPA, and 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 respondent and/or its officers, directors and employees, agents or subcontractors; (ii) any breach of the terms of this agreement by the respondent; (iii) any violation of applicable State and/or Federal law, regulation, or requirement; or (iv) any breach of any representation or warranty by the respondent under this agreement. The vendor 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 with 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:

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- 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: DocuSigned by: Kelly Taylor 29714ED5946A479...

Name: Kelly Taylor

Title: Director of Cooperative Programs

Date: 5/12/2026

Word Wizards, Inc.

Signature: DocuSigned by: C25CCC3AE1984E9...

Name: Ben Gordon

Title: President

Date: 5/12/2026