

**CONTRACT RENEWAL LETTER**

Date: March 25, 2019
Contract #: UCPJMU4798
Service: VFA.facility & VFA.auditor
Renewal Period: April 1, 2019 to March 31, 2020
Renewal #: 2 of 9 One-Year
Issued By: James Madison University
LeeAnne Beatty Smith, Buyer Senior
Contractor: Accruent, LLC
10801 North Mo-Pac Expressway
Austin, TX 78759
Contract Administrator: Charles Grimm, Facilities Management

Description of Renewal Notice:

In accordance with the renewal provision of the original contract all terms, conditions, and specifications of the original contract remain the same during the contract renewal period, along with any modifications that have been incorporated up until this point. The pricing for VFA.facility in this renewal represents a 10% increase over the prior year. All other pricing in this renewal shall remain the same as the prior year. Future renewals are subject to potential increases detailed within the MSA and Section E.2. of this renewal document.

All invoices shall be submitted within sixty days of contract renewal term expiration as well as for each subsequent contract renewal period. Any invoices submitted after the sixty day period will not be processed for payment.

Accruent, LLC**By:**

Rick Buffington

DocuSigned by:
A blue ink signature of Rick Buffington.
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Name (print)

VP of Finance

Title

DS
CS

James Madison University**By:**

LeeAnne Beatty Smith, CPPB, VCA, CUPO

Name (print)

Buyer Senior

Title



Renewal #2

Contract #: UCPJMU4798
Contractor: Accruent, LLC
Renewal Period: 4/1/2019 - 3/31/2020
Commodity: VFA.facility & VFA.auditor

Pricing Schedule

- A. The Contractor shall offer VFA.facility/FICAS software, additional modules, support and maintenance, and services to all Commonwealth of Virginia agencies and institutions (*public and private*) that are current users of VFA.facility/FICAS software. All new users must procure VFA.facility at an institution/agency level prior to obtaining access to this contract.
- B. James Madison University is the sponsoring agency and will administer the contract on behalf of all users.
- C. **COOPERATIVE PURCHASING/USE OF AGREEMENT BY THIRD PARTIES:** Any Commonwealth of Virginia public body (*to include government/state agencies, political subdivisions, etc.*), cooperative purchasing organizations, public or private health or private educational institutions, or any University related foundation and affiliated corporations may access this contract provided that the agency or institution are already current users of the VFA.facility/FICAS software.

Participation is strictly voluntary. As a separate contractual relationship, the participating entity will place its own orders directly with the Contractor and shall fully and independently administer its use of the contract to include contractual disputes, invoicing and payments without direct administration from the sponsoring agency. No modification of this contract is required to participate. The participating entity and the Contractor may modify the terms and conditions of this contract to accommodate specific governing laws, regulations, policies, and business goals required by the participating entity. Any such modifications will apply solely between the participating entity and the Contractor.

The Contractor will notify James Madison University ("the Purchasing Agency") in writing and provide semi-annual usage reports for all entities accessing the contract. James Madison University shall not be held liable for any costs or damages incurred by any other participating entity as a result of using this contract. It is understood and agreed that James Madison University is not responsible for the acts or omissions of any entity and will not be considered in default of the contract no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes as needed. The following Institutions shall immediately have access to this contract:

James Madison University
William & Mary
Old Dominion University
Radford University
Virginia Commonwealth University
Virginia Polytechnic Institute and State University
Virginia Military Institute
Virginia Community College System



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George Mason University
 University of Mary Washington
 Virginia Department of Corrections
 Longwood University
 Virginia State University

- D. Contractor is responsible for assigning a primary point of contact at their firm that will be responsible for managing this contract. Contractor is responsible for providing the contact information of this person to all entities using this contract and shall promptly update entities with changes to this assignment.

E. **VFA.facility SaaS Annual Subscription (includes unlimited users)**

James Madison University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 7,000,000 square feet
Annual Fee – Year 2	\$7,986.00
Term	July 1, 2019 – June 30, 2020

William & Mary

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 4,500,000 square feet
Annual Fee – Year 2	\$8,944.32
Term	July 1, 2019 – June 30, 2020

Radford University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 3,000,000 square feet
Annual Fee – Year 2	\$2,236.08
Term	July 1, 2019 – June 30, 2020



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Virginia Commonwealth University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 8,500,000 square feet
Annual Fee – Year 2	\$6,708.24
Term	July 1, 2019 – June 30, 2020

Virginia Tech

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 12,000,000 square feet
Annual Fee – Year 2	\$8,944.32
Term	July 1, 2019 – June 30, 2020

Longwood University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 3,500,000 square feet
Annual Fee – Year 2	\$2,236.08
Term	July 1, 2019 – June 30, 2020

VA Department of Corrections

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 10,000,000 square feet
Annual Fee – Year 2	\$37,389.00
Term	July 1, 2019 – June 30, 2020



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Virginia State University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 3,500,000 square feet
Annual Fee – Year 2	\$4,472.16
Term	July 1, 2019 – June 30, 2020

Virginia Military Institute

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 3,500,000 square feet
Annual Fee – Year 2	\$2,236.08
Term	July 1, 2019 – June 30, 2020

Virginia Community College System

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 10,000,000 square feet
Annual Fee – Year 2	\$11,180.40
Term	July 1, 2019 – June 30, 2020

George Mason University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 9,500,000 square feet
Annual Fee – Year 2	\$4,472.16
Term	July 1, 2019 – June 30, 2020



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University of Mary Washington

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 3,000,000 square feet
Annual Fee – Year 2	\$4,472.16
Term	July 1, 2019 – June 30, 2020

Old Dominion University

Licensed Modules	VFA.Facility
Licensed Metric	Includes usage up to 6,000,000 square feet
Annual Fee – Year 2	\$2,236.08
Term	July 1, 2019 – June 30, 2020

2. VFA.facility Renewal Pricing:

- a. Subsequent Annual renewal increases shall not exceed 12%
- b. Annual pricing shall not exceed 50% off the current list price

F. VFA.auditor module:**1. Pricing:**

- a. \$.005/sf for the first 1,000,000 of building square feet assessed within the system for a given year. For the purpose of clarification, multiple surveys completed within the system for the same building annually will not count more than once toward the total annual amount of building square feet.
- b. \$.004/sf for each sf over 1,000,000 assessed within the system for a given year. For the purpose of clarification, multiple surveys completed within the system for the same building annually will not count more than once toward the total annual amount of building square feet.
- c. Will be invoiced annually in advance based on estimates provided by each institution. In the event that the institution goes over the estimated amount, Contractor reserves the right to invoice for overages in accordance with contracted pricing.



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G. Training:

1.

Training Offering	Price	Delivery Method
VFA Navigator Lite - 2 Day In Person (Client Site) - 10 Students	\$15,250	In Person
VFA.facility Basic Training - 2 Day In Person (Client Site) - 10 Students	\$8,000	In Person
VFA.facility Basic + 1 Day Adv. Training - 3 Day In Person (Client Site) - 10 Students	\$12,000	In Person
VFA.facility Basic Training - 2 Day In Person (Mixed Group - Boston Class) - per Student	\$1,500	In Person
VFA.facility Basic Training - 6 Hour Web-based - 5 Students	\$3,300	Web-based
VFA.facility Advanced Training - One Day (Client Site - Stand Alone Class) - 10 Students (Prerequisite - Students must have attended VFA.facility Basic Training previously)	\$5,500	In Person
Topics that may be included in VFA.facility Advanced Training: Data Maintenance Report Author Report Center Data Importer Site Linear (Networks) Site Administrator Projects VFA Auditor (for existing Auditor users only) Custom Client Content (once content has been developed)		

2. Travel for onsite training shall be in accordance with the U.S. General Services Administration (GSA) rates located at <http://www.gsa.gov/portal/content/104877>

H. Professional Services:

- Professional Services shall include all entity-requested additional services that fall outside of the support and maintenance provided through an annual SaaS subscription. Services include, but are not limited to, configuration, integration, and project management.
- Contractor shall provide a quote for entity-requested professional services in accordance with contract pricing.



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3. The requesting entity shall issue a purchase order in accordance with the quote that will authorize the Contractor to proceed with work. No work shall be completed by the Contractor without a purchase order.
 4. Professional Services hourly rate shall not exceed \$175.
 5. Data Transfer Pricing: Entities may elect to move data currently within the system to their own instance at no additional cost. Entities may elect to move data currently within the system to their own instance **and** move to the top level within the system hierarchy for a one (1) time cost of \$700 (4 hours x \$175).
 6. Travel associated with providing onsite Professional Services shall be in accordance with the U.S. General Services Administration (GSA) rates located at <http://www.gsa.gov/portal/content/104877>
- I. **Credit Card Processing Fees:** There shall be no credit card processing fees.