



CONTRACT RENEWAL LETTER

Date: February 21, 2024
Contract #: UCPJMU4798
Service: VFA.facility & VFA.auditor
Renewal Period: 4/1/2024 to 3/31/2025
Renewal #: 7 of 9 One-Yr
Issued By: James Madison University
 Colleen Johnson, Lead Commodity Contract Officer
 & Project Manager Ph: 540-568-3137
 Fx: 540-568-7935

Contractor: The Gordian Group Inc.
 Attn: Matthew Bausher
 30 Patewood Dr
 Greenville, SC 29615

Contract Administrator: Shane Long, Facilities Management

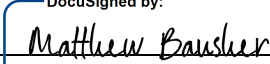
Description of Renewal Notice:

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. An updated pricing schedule of items is attached.

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.

Return one executed renewal notice to my attention within ten days.

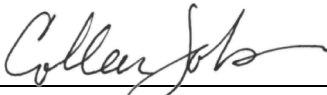
The Gordian Group Inc.

DocuSigned by:
By: 
 Matthew Bausher

Name (print)
 VP and General Manager Higher Ed

Title *Date Signed*

James Madison University

By: 
 Colleen Johnson, CUPO

Name (print) 2/21/2024
 Lead Commodity Contract Officer & Project Manager

Title *Date Signed*



Renewal #7

Contract #: UCPJMU4798**Contractor:** The Gordian Group Inc.**Renewal Period:** 4/1/2024 – 3/31/2025**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
 Radford University
 University of Mary Washington
 Virginia Polytechnic Institute and State University
 Virginia Community College System
 Virginia Department of Corrections
 Virginia State University



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- 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)**

1. Each participating school will report updated square footage annually and contract cost rise for the renewal term shall be capped at no more than the rise listed on page one of this renewal agreement. For clarity, to calculate the updated rate for each entity, take the prior year cost divided by prior year's reported square footage, multiply by the renewal rise allowance, and multiply by the updated report of current square footage for the coming renewal year.

2. VFA.facility Renewal Pricing:

- a. Subsequent Annual renewal increases shall not exceed 12% over the previous year's cost.
- 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.
- d. Current VFA.auditor subscribers (*at the time of contract signing*) have the option of paying their current annual rate plus a 5% annual increase for the first year of the contract. Subsequent annual renewal increases shall not exceed 5%.



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G. Training:

1.

| Professional Services Offering | Price | Delivery Method |
|---|----------|-----------------|
| VFA TR - VFA.facility Core Training - 2 Day Client Hosted – 10 Students | \$11,000 | In Person |
| VFA TR - VFA.facility Core Training - 2 Day Boston Group – per person <i>(classes are scheduled once a minimum of 4 students are registered for a class)</i> | \$1,650 | In Person |
| VFA TR - VFA.facility Advanced Data Maintenance - 1 Day Client Hosted – 10 Students <i>(Prerequisite - Students must have attended VFA.facility Core Training previously)</i> | \$8,350 | In Person |
| VFA TR - VFA.facility Advanced Data Maintenance - 2 Day Client Hosted – 10 Students | \$13,750 | In Person |
| VFA TR - VFA.facility Core + Advanced Data Maintenance - 3 Day Client Hosted – 10 Students | \$17,500 | In Person |
| VFA TR - VFA.facility Advanced Data Development- 1 Day Client Hosted – 10 Students <i>(Prerequisite - Students must have attended VFA.facility Core Training previously)</i> | \$8,350 | In Person |
| VFA TR - VFA.facility Advanced Data Development - 2 Day Client Hosted – 10 Students | \$13,750 | In Person |
| VFA TR - VFA.facility Core + Advanced Data Development- 3 Day Client Hosted – 10 Students | \$17,500 | In Person |
| VFA TR - VFA.facility Manager Overview-Refresher Training - Web-based – 6 Hours – 5 Students | \$4,400 | Web Based |
| VFA PS - Benchmarking | \$14,300 | Remote |
| VFA PS - Navigator Program – Lite – 2 Day Client Hosted, 10 Students | \$19,250 | In Person |
| VFA PS - Capital Planning Program Development Workshop – Lite – 1 Day Client Hosted, 10 Students | \$11,000 | In Person |
| VFA PS - Capital Planning Program Development Workshop – Standard – 2 Day Client Hosted, 10 Students | \$24,200 | In Person |
| VFA PS - Capital Budgeting Prioritization Workshop – Lite – 1 Day Client Hosted, 10 Students | \$11,000 | In Person |
| VFA PS - Capital Budgeting Prioritization Workshop – Standard – 2 Day Client Hosted, 10 Students | \$24,200 | In Person |

2. For training service offerings above that are delivered “In Person”, all Contractor travel and miscellaneous fees are included in the above cost.

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.
- 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.



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4. Professional Services hourly rate shall not exceed \$260.
 5. When onsite Professional Services are requested, contractor will provide a Statement of Work that includes the number of hours, at the hourly rate established in Item #4 above. The project fee for the Statement of Work will be inclusive of expenses.
- I. **Credit Card Processing Fees:** In the event that the Contractor processes credit card payment, credit card processing fees shall not be allowed.