



CONTRACT RENEWAL LETTER

Date: February 06, 2025
Contract #: UCPJMU4798
Service: VFA.facility & VFA.auditor
Renewal Period: 4/1/2025 to 3/31/2026
Renewal #: 8 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. The 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.

By: 

12DBAF0CE2B4409...
 Matthew Bausher

Name (print)

Chief Customer Office

Title

03/05/2025 | 5:13 PM EST

Date Signed

James Madison University

By: 

Colleen Johnson, CUPO

Name (print)

Lead Commodity Contract Officer & Project Manager

Title

2/6/25
Date Signed



Renewal #8

Contract #: UCPJMU4798**Contractor:** The Gordian Group Inc.**Renewal Period:** 4/1/2025 – 3/31/2024**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.

Certificate Of Completion

Envelope Id: CA9424E5-BAD6-43E5-8D42-6AC1F5EEEECF		Status: Completed
Subject: Complete with Docusign: James Madison University FOIA_UCPJMU4798_RENEWAL8.pdf		
Source Envelope:		
Document Pages: 5	Signatures: 1	Envelope Originator:
Certificate Pages: 5	Initials: 0	Char Heide
AutoNav: Enabled		30 Patewood Dr Ste 350
Envelopeld Stamping: Enabled		Greenville, SC 29615
Time Zone: (UTC-05:00) Eastern Time (US & Canada)		char.heide@gordian.com
		IP Address: 136.226.55.114

Record Tracking

Status: Original	Holder: Char Heide	Location: DocuSign
3/5/2025 10:45 AM	char.heide@gordian.com	

Signer Events

Signature	Timestamp
<div><div>Signed by:</div><div></div><div>12DBAF0CE2B4409...</div></div> <div>Signature Adoption: Pre-selected Style Using IP Address: 136.226.53.79</div>	<div>Sent: 3/5/2025 10:48 AM</div> <div>Viewed: 3/5/2025 05:13 PM</div> <div>Signed: 3/5/2025 05:13 PM</div>

Electronic Record and Signature Disclosure:
Accepted: 9/11/2024 | 01:19 PM
ID: f5b008ee-c1e3-451b-9def-cbdfacc9f46e

In Person Signer Events

Editor Delivery Events

Agent Delivery Events

Intermediary Delivery Events

Certified Delivery Events

Carbon Copy Events

Status	Timestamp
<div><div>Gail Davenport</div><div>g.davenport@gordian.com</div><div>Renewal Manager</div><div>Gordian</div><div>Security Level: Email, Account Authentication (None)</div></div> <div>Electronic Record and Signature Disclosure: Accepted: 12/15/2022 04:38 PM ID: ae908690-7dbf-42df-b1b9-b1341d19d52a</div>	<div>Sent: 3/5/2025 05:13 PM</div> <div>Viewed: 3/5/2025 05:21 PM</div>

<div><div>VFAKKRenewals@gordian.com</div><div>VFAKKRenewals@gordian.com</div><div>Security Level: Email, Account Authentication (None)</div></div> <div>Electronic Record and Signature Disclosure: Not Offered via Docusign</div>	<div>Sent: 3/5/2025 05:13 PM</div>
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Witness Events

Signature	Timestamp
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Notary Events	Signature	Timestamp
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Envelope Summary Events	Status	Timestamps
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Envelope Sent	Hashed/Encrypted	3/5/2025 10:48 AM
Certified Delivered	Security Checked	3/5/2025 05:13 PM
Signing Complete	Security Checked	3/5/2025 05:13 PM
Completed	Security Checked	3/5/2025 05:13 PM

Payment Events	Status	Timestamps
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Electronic Record and Signature Disclosure
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ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Gordian:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: j.corbo@gordian.com

To advise Gordian of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at j.corbo@gordian.com and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Gordian

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to j.corbo@gordian.com and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Gordian

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to j.corbo@gordian.com and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

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- Until or unless you notify Gordian as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Gordian during the course of your relationship with Gordian.