

**Virginia Commonwealth University
University Purchasing
Contract Summary Sheet**

Commodity: Development of a Climate Action Plan	Contract Nbr: 3169901MK
Vendor: O'Brien & Gere	Period / Renewals: September 29, 2009-May 15, 2010
Address: 2809 S. Lynnhaven Road, Suite 305	Nbr of Vendors:
Virginia Beach, VA 23452	Payment Terms:
Contact: Daniel Coleman	Accepts Purchasing Card:
Phone: 757-431-2966	Fax:
E-Mail:	Website:
Contract Pricing	Contract Document (Excluding Proprietary Information)
	Contract Modifications

Procurement Process: RFP

Contract Summary:

The development of an institutional action plan for becoming climate neutral is a key element in meeting the intent of the American College and University Presidents Climate Commitment (ACUPCC). VCU requires the services of a consultant to lead and complete the development of a Climate Action Plan to ensure VCU meets the intent of the ACUPCC as well as the completion date.

Cooperative Language:

It is the intent of this solicitation and resulting contract to allow for cooperative procurement. Accordingly, any public body, public or private health or educational institution or lead-issuing institution's affiliated foundations may access any resulting contract if authorized by the contractor.

Participation in this cooperative procurement is strictly voluntary. If authorized by the Contractor, the resultant contract may be extended to the entities indicated above to purchase at contract prices in accordance with contract terms. *The Contractor shall notify the lead-issuing institution in writing of any entities accessing the contract.* No modification of this contract or execution of a separate contract is required to participate. The Contractor shall provide semi-annual usage reports for all entities accessing the Contract. Participating entities shall place their own orders directly with the Contractor and shall fully and independently administer their use of the contract to include contractual disputes, invoicing and payments without direct administration from the lead-issuing *institution*. The lead-issuing *institution* shall not be held liable for any costs or damages incurred by any other participating entity as a result of any authorization by the Contractor to extend the contract. It is understood and agreed that the *lead-issuing institution* is not responsible for the acts or omissions of any entity, and will not be considered in default of the Agreement no matter the circumstances.

Use of this contract does not preclude any participating entity from using other contracts or competitive processes.

Note: This "Cooperative Procurement" provision shall only be applicable:

- For spot purchase requirements through successful completion of the project (i.e. not for term contract requirements); and if
- Services for the VASCUPP member are initiated prior to the completion of work with the Contractor for VCU's "Development of a Climate Action Plan" project

Participating VASCUPP members may enter into an "equivalent" agreement with the Contractor.

In the event a VASCUPP institution elects to access the contract, the total project price for that VASCUPP institution shall be:

- Based upon the contract rates; and shall be
- Established in accordance with the same principles, parameters, criteria, etc., used to establish the total project price for VCU, based upon that VASCUPP institution's specific attributes (e.g. number of buildings, rooms, etc.).

Note: Please reference the contract number on purchase requisitions, purchase orders, and when contacting the vendor.

VCU PURCHASE ORDER #: EP471641