

REQUEST FOR QUOTES (RFQ) #2024-14

Issue Date: May 14, 2024

Project Name:	Nutrient Analyzer		
Quote Due Date/Time:	Tuesday, May 21, 2024, 1:00 PM Pacific Time		
Project Coordinator:	Christy VanRooyen	Phone:	541-885-0959
		Email:	Christy.VanRooyen@oit.edu
Contract Coordinator:	Leticia Hill	Phone:	541-885-1133
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SUBMIT QUOTES VIA EMAIL TO PURCHASING@OIT.EDU

**PLEASE NOTE: EMAIL SUBMISSIONS SHOULD HAVE
"RFQ #2024-14" IN THE SUBJECT LINE**

1. ANNOUNCEMENT AND SPECIAL INFORMATION

Quoters are required to read and understand and comply with all information contained within this Request for Quotes ("RFQ"). All quotes, including any price quotations, are binding upon quoter for sixty (60) calendar days from the Quote Due Date. All payments for services will be paid in accordance with Oregon Revised Statutes (ORS) 293.462. Quotes received after the Quote Due Date/Time indicated above will not be considered, unless it is in the best interest of the university to do so. If authorized in this RFQ, resulting contract, travel, and other expenses will only be reimbursed in accordance with the Oregon Institute of Technology ("Oregon Tech") Contractor's Travel Reimbursement Policy in effect at the time the expense is incurred.

It will be the responsibility of the quoter to refer daily to the Oregon Public Universities Business and Bid Opportunities website (<https://www2.wou.edu/nora/orpu.bid.home>) to check for any available addenda, response(s) to clarifying questions, cancellations, or other information pertaining to this RFQ.

2. SCOPE

The purpose of this RFQ is to procure one (1) new Thermo Fisher Scientific Nutrient Analyzer, specifically item no. MG98610005-1, nutrient analyzer and the start up reagents/materials for use of the nutrient analyzer in the Natural Sciences Department at the Oregon Tech, Klamath Falls, OR campus. Additional equipment and reagents/materials specifications are as follows:

- One (1) year standard warranty
- IQ KIT – Dispensing
- PC interface with touch screen
- Start up kit
- Decacell Cuvettes
- Phosphate reagent 1
- Phosphate reagent 2
- Ammonium standard
- Nitrate as N standard
- Nitrate as NO₃ standard

- Nitrate as N standard
- Nitrate as NO₂ standard
- Phosphate as PO₄ standard
- Ammonium reagent 1
- Ammonium reagent 2
- TON reagent 1
- TON reagent 2
- NO₂/TON reagent 3
- TON reagent 3
- TON Vanadium R1
- TPM Vanadium R2
- Chloride R1
- Chloride Standard
- Four (4) hours of remote support

Quote must be inclusive of Freight FOB Destination Klamath Falls, OR.

3. QUOTE

Quotes should be short and concise with the following information:

- A. Detailed description of items to be provided;
- B. Price for items, including shipping F.O.B. Destination;
- C. Warranty information; and
- D. Estimated delivery time upon order submission.

4. EVALUATION

Quotes will be evaluated based on subjective factors, including but not limited to the following: company experience, staff experience, not-to-exceed price for the inventory, references, and proposal to complete the inventory (including timeline).

**OREGON INSTITUTE OF TECHNOLOGY
CERTIFICATION
RFQ #2024-14**

Each quoter responding to this Request for Quotes (“RFQ”) must read, complete, and submit a copy of this Oregon Institute of Technology Certification (“Certification”) with their quote. Failure to do so may result in rejection of quote. By signature on this Certification, the undersigned certifies that they are authorized to act on behalf of the quoter and that under penalty of perjury, the undersigned will comply with the following:

SECTION I. OREGON TAX LAWS

As required in ORS 305.385(6) the undersigned hereby certifies that to the best of the undersigned’s knowledge, the entity is not in violation of any Oregon Tax Laws. For purposes of this Certification, “Oregon Tax Laws” means a state tax imposed by the Oregon Revised Statutes (ORS) 401.792 to 401.816 and ORS Chapters 118, 314, 316, 317, 318, 320, 321, and 323; the elderly rental assistance program under ORS 310.630 to 310.706; and local taxes administered by the Department of Revenue under ORS 305.620. If a contract is executed, this information will be reported to the Internal Revenue Service (IRS). Information not matching IRS records could subject entity to backup withholding.

SECTION II. AFFIRMATIVE ACTION

The undersigned hereby certifies that they have not discriminated against Minority, Women, or Emerging Small Business Enterprises in obtaining any required subcontracts, pursuant to Oregon Institute of Technology Policy 580-061-0030(3).

SECTION III. COMPLIANCE WITH SOLICITATION

The undersigned further agrees and certifies that they:

1. Have read, understand, and agree to be bound by and comply with all requirements, instructions, specifications, terms, and conditions of the RFQ (including any and all attachments);
2. Are an authorized representative of the quoter;
3. That the information provided is true and accurate, and that providing incorrect or incomplete information may be cause for rejection of the quote or contract termination; and
4. Will furnish the designated item(s) and/or service(s) in accordance with the RFQ and quote.

Company Name: _____ Date: _____

Signature: _____ Title: _____

Name: _____ Telephone: _____

Email: _____ OR CCB #(if applicable): _____

Business Designation (check one):

☐ Corporation ☐ Partnership ☐ Sole Proprietorship ☐ Non-Profit ☐ Limited Liability Company

Oregon Certified Minority, Women, or Emerging Small Business: (Mark if applicable and provide certification #)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

Self-Reported Minority, Women, or Emerging Small Business: (Mark if applicable)

☐ Minority: _____ ☐ Women: _____ ☐ ESB: _____

OREGON INSTITUTE OF TECHNOLOGY INSTRUCTIONS TO QUOTERS

Quotes are subject to the applicable provisions and requirements of the Oregon Tech Policy and Oregon Revised Statutes.

QUOTE PREPARATION

1. **QUOTE FORMAT:** Quotes must be submitted as indicated in the RFQ.
2. **CONFORMANCE TO RFQ REQUIREMENTS:** Quotes must conform to the requirements of the RFQ. Unless otherwise specified, all items quoted are to be new, unused, and not remanufactured in any way. Any requested attachments must be submitted with the quote and in the required format. Quote prices must be for the unit indicated on the quote. Failure to comply with all requirements may result in quote rejection.
3. **ADDENDA:** Only documents issued as addenda by Oregon Tech serve to change the RFQ in any way. No other directions received by the quoter, written or verbal, serve to change the RFQ document. NOTE: IF YOU HAVE RECEIVED A COPY OF THE RFQ, YOU SHOULD CONSULT THE OREGON PUBLIC UNIVERSITIES BUSINESS AND BID OPPORTUNITIES WEBSITE (<https://www2.wou.edu/nora/orpu.bid.home>) TO ENSURE THAT YOU HAVE NOT MISSED ANY ADDENDA OR ANNOUNCEMENTS. QUOTERS ARE NOT REQUIRED TO RETURN ADDENDUMS WITH THEIR QUOTE. HOWEVER, QUOTERS ARE RESPONSIBLE TO MAKE THEMSELVES AWARE OF, OBTAIN, AND INCORPORATE ANY CHANGES MADE IN ANY ADDENDUMS ISSUED, AND TO INCORPORATE ANY CHANGES MADE BY ADDENDUM INTO THEIR FINAL QUOTE. FAILURE TO DO SO MAY, IN EFFECT, MAKE THE QUOTER'S QUOTE NON-RESPONSIVE, WHICH MAY CAUSE THE QUOTE TO BE REJECTED.
4. **USE of BRAND or TRADE NAMES:** Any brand or trade names used by Oregon Tech in the specifications are for the purpose of describing and establishing the standard of quality, performance, and characteristics desired, and are not intended to limit or restrict competition. Quoters may submit quotes for substantially equivalent products to those designated unless the RFQ provides that a specific brand is necessary because of compatibility or other requirements. All such brand substitutions shall be subject to approval by Oregon Tech.
5. **PRODUCT IDENTIFICATION:** Quoters must clearly identify all products quoted. Brand name and model or number must be shown. Oregon Tech reserves the right to reject any quote when the product information submitted with the quote is incomplete.
6. **F.O.B. DESTINATION:** Unless specifically allowed in the RFQ, ***QUOTE PRICE MUST BE F.O.B. DESTINATION with all transportation and handling charges included in the quote.***
7. **DELIVERY:** Delivery time must be shown in number of calendar days after receipt of purchase order.
8. **EXCEPTIONS:** Any deviation from quote specifications, or the Oregon Institute of Technology Purchase Order Terms and Conditions, attached and incorporated herein as **Exhibit A**, may result in quote rejection.
9. **SIGNATURE ON QUOTE:** Quotes must be signed by an authorized representative of the quoter. Signature on a quote certifies that the quote is made without connection with any person, firm or corporation making a quote for the same goods and/or services and is in all respects fair and without collusion or fraud. Signature on a quote also certifies that the quoter has read, fully understands, and agrees to be fully bound by and comply with all quote specifications, and the [Oregon Institute of Technology Purchase Order Terms and Conditions, attached as **Exhibit A**,

(including insurance requirements). No consideration will be given to any claim resulting from quoting without comprehending all requirements of the RFQ.

- 10. QUOTE MODIFICATION:** Quotes, once submitted, may be modified in writing before the time and date set for quote closing. Any modifications should be signed by an authorized representative, and state that the new document supersedes or modifies the prior quote. Quoters may not modify quotes after quote closing time.
- 11. QUOTE WITHDRAWALS:** Quotes may be withdrawn by request in writing signed by an authorized representative and received by Oregon Tech prior to quote closing time. Quotes may also be withdrawn in person before quote closing time upon presentation of appropriate identification.
- 12. QUOTE SUBMISSION:** Quotes must be submitted to Oregon Tech Purchasing and Contract Services Office in the location designated in the introduction of the RFQ via the method indicated. No oral, fax, or telephone quotes will be accepted. Submissions or emails containing Quotes should contain the RFQ number and RFQ title. Electronic quotes may not exceed **25 MB** in file size. This limit cannot be increased, and files of larger size will not be accepted.

QUOTE EVALUATION AND AWARD

- 1. PRIOR ACCEPTANCE OF DEFECTIVE PROPOSALS:** Due to limited resources, Oregon Tech generally will not completely review or analyze quotes, which fail to comply with the requirements of the RFQ or which clearly are not the best quotes, nor will Oregon Tech generally investigate the references or qualifications of those who submit such quotes. Therefore, neither the return of a quote, nor acknowledgment that the selection is complete shall operate as a representation by Oregon Tech that an unsuccessful quote was complete, sufficient, or lawful in any respect.
- 2. DELIVERY:** Significant delays in delivery may be considered in determining award if early delivery is required.
- 3. CASH DISCOUNTS:** Cash discounts will not be considered for award purposes unless stated in the RFQ.
- 4. PAYMENT:** Quotes which require payment in less than thirty (30) days after receipt of invoice or delivery of goods, whichever is later, may be rejected.
- 5. INVESTIGATION OF REFERENCES:** Oregon Tech reserves the right to investigate references and or the past performance of any quoter with respect to its successful performance of similar services, compliance with specifications and contractual obligations, and its lawful payment of suppliers, sub-contractors, and workers. Oregon Tech may postpone the award or execution of the contract after the announcement of the apparent successful quoter in order to complete its investigation. Oregon Tech reserves the right to reject any quote or to reject all quotes at any time prior to Oregon Tech's execution of a contract if it is determined to be in the best interest of Oregon Tech to do so.
- 6. METHOD OF AWARD:** Oregon Tech reserves the right to make the award by item, groups of items, or entire quote, whichever is in the best interest of Oregon Tech.
- 7. QUOTE REJECTION:** Oregon Tech reserves the right to reject any and all quotes.
- 8. QUOTE RESULTS:** Quoters who submit a quote will be notified of the RFQ results. Awarded quote files are public records and available for review by appointment.

EXHIBIT A

OREGON INSTITUTE OF TECHNOLOGY PURCHASE ORDER TERMS AND CONDITIONS

[Please see attached.]



**OREGON INSTITUTE OF TECHNOLOGY
PURCHASE ORDER TERMS AND CONDITIONS**

1. **DEFINITIONS:** “Contractor” means the party named in the Purchase Order (“PO”) with whom the Oregon Institute of Technology (“Oregon Tech”) has contracted for the purchase of goods or goods and services. The terms “Contractor” and “Seller” as used in the Uniform Commercial Code (“UCC”) (Oregon Revised Statutes (“ORS”) Chapter 72) are synonymous. “Purchase Order” or “PO” means the entire written agreement between the parties, including these Oregon Institute of Technology - Purchase Order Terms and Conditions, and any other terms and conditions and agreements referenced on the face of the PO.
2. **DELIVERY:** Deliveries will be F.O.B Destination. Contractor shall pay all transportation and handling charges. Contractor is responsible and liable for loss or damage until final inspection and acceptance of the Goods. Contractor remains liable for latent defects, fraud, and warranties.
3. **INSPECTIONS:** Oregon Tech may inspect and test the Goods and related Services (collectively, “Goods”) at times and places determined by Oregon Tech. Oregon Tech may reject non-conforming Goods and require Contractor to correct them without charge or deliver them at a reduced price, as negotiated. If Contractor does not cure any defects within a reasonable time, Oregon Tech may reject the Goods and cancel the PO in whole or in part. This paragraph does not affect or limit Oregon Tech’s rights, including its rights under the UCC (ORS Chapter 72). Nothing in this paragraph is to in any way affect or limit Oregon Tech’s rights as a Buyer, including the rights and remedies relating to rejection under ORS 72.6020 and revocation of acceptance under ORS 72.6080.
4. **PAYMENT:** Oregon Tech shall pay Contractor within 30 days from (i) the date the Goods are delivered and accepted or (ii) the date the accurate invoice is received, whichever is later. If Oregon Tech fails to pay within 45 days of such date, Contractor may assess overdue account charges up to a rate of 2/3% per month (8% APR) or the maximum rate allowed by law on the outstanding balance. (See Oregon Institute of Technology Policy Section 580-061-0050.)
5. **OREGON TECH PAYMENT OF CONTRACTOR CLAIMS:** If Contractor does not pay promptly any claim that is due for Goods or Services furnished to the Contractor by any subcontractor in connection with this PO, Oregon Tech may pay such claim and charge that payment against any payment due to the Contractor under this PO. Oregon Tech’s payment of a claim does not relieve the Contractor or its surety, if any, from their obligations for any unpaid claims.
6. **WARRANTIES:** Contractor represents and warrants that the Goods are new, current, and fully warranted by the manufacturer, unless otherwise authorized by Oregon Tech. Delivered Goods will comply with specifications and be free from defects in labor, material, and manufacture. All UCC implied and expressed warranties are incorporated in this PO. Contractor shall transfer all warranties to Oregon Tech. The warranties set forth in this Section are in addition to, and not in lieu of, any other warranties provided.
7. **TERMINATION:** (i) The parties may terminate this PO at any time by mutual agreement. (ii) Oregon Tech may terminate this PO, in whole or in part, at any time for convenience with written notice to Contractor. Upon receipt of the written notice, Contractor shall stop performance, and Oregon Tech shall pay Contractor for Goods or Services delivered and accepted. (iii) Oregon Tech may terminate this PO at any time if Oregon Tech fails to receive funding, appropriations, or other expenditure authority. (iv) If Contractor breaches any PO provision or is declared insolvent, Oregon Tech may terminate this PO for cause with written notice to Contractor, and Contractor shall be liable for all incidental and consequential damages resulting from its breach, including all damages as provided in the UCC.
8. **HOLD HARMLESS:** Contractor shall indemnify, defend, and hold harmless Oregon Tech and its trustees, officers, directors, employees, and agents, from and against all claims, suits, or actions of any nature arising out of or related to any act or omission of Contractor, or its officers, subcontractors, agents, or employees under this PO.
9. **GOVERNING LAW, JURISDICTION, VENUE:** This PO shall be governed and construed in accordance with the laws of the State of Oregon, without regard to principles of conflicts of law. Any claim, action, suit, or proceeding between Oregon Tech and the Contractor that relates to this PO (“Claim”) must be heard exclusively in the Circuit

Court of Marion County for the State of Oregon. If the Claim must be brought in a federal forum, then it must be heard exclusively in the US District Court for the District of Oregon. Contractor consents to the in personam jurisdiction of these courts. Neither this Section nor any other provision of this PO is a waiver by the State of Oregon of any form of defense, sovereign immunity, governmental immunity, immunity based on the Eleventh Amendment to the US Constitution, or other immunity, from any Claim or from the jurisdiction of any court.

10. **FORCE MAJEURE:** Neither party is responsible for delay or default caused by an event beyond its reasonable control. Oregon Tech may terminate this PO without liability to Contractor upon written notice after determining the delay or default reasonably prevents performance of this PO.
11. **ASSIGNMENT/SUBCONTRACT/SUCCESSORS:** Contractor shall not assign, transfer, or subcontract rights (Subcontract) or delegate responsibilities under this PO in whole or in part, without the prior written approval of Oregon Tech. This PO's provisions are binding upon and inure to the benefit of the parties to the PO and their respective successors and assigns. Any assignment or subcontract in contravention of this Section will be null and void.
12. **ACCESS TO RECORDS:** Contractor shall maintain all accounting records relating to this PO according to GAAP and any other records relating to Contractor's performance ("Records") for six (6) years from termination or as otherwise required. Contractor shall grant Oregon Tech, and the State of Oregon and its agencies, the Secretary of State Audits Division, the federal government, and their duly authorized representatives' access to the Records, including reviewing, auditing, copying, and making transcripts.
13. **COMPLIANCE WITH APPLICABLE LAWS:** Contractor shall comply with all applicable federal, state and local laws, regulations, executive orders, and ordinances, as amended (Rules), including: (i) Titles VI and VII of Civil Rights Act of 1964; (ii) Sections 503 and 504 of the Rehabilitation Act of 1973; (iii) the Americans with Disabilities Act of 1990; (iv) Executive Order 11246; (v) The Age Discrimination in Employment Act of 1967, and the Age Discrimination Act of 1975; (vi) The Vietnam Era Veterans' Readjustment Assistance Act of 1974; (vii) ORS Chapter 659; (viii) all other applicable requirements of federal and state civil rights and rehabilitation statutes, rules and regulations; (ix) all federal and state laws governing the handling, processing, packaging, storage, labeling, and delivery of food products; and (x) all regulations and administrative rules established pursuant to the foregoing laws.
14. **WORKERS' COMPENSATION:** Contractor shall comply with ORS 656.017 and provide the required workers' compensation coverage, unless exempt under ORS 656.126(2). Contractor shall ensure that its Subcontractors, if any, comply with these requirements.
15. **SAFETY AND HEALTH REQUIREMENTS:** Contractor represents and warrants that the Goods comply with all federal and Oregon safety and health requirements.
16. **MATERIAL SAFETY DATA SHEET:** Contractor shall provide Oregon Tech with a Material Safety Data Sheet for any Goods which may release, or otherwise result in exposure to, a hazardous chemical under normal conditions of use (OAR 437-002-0360 and 29 CFR 1910.1020). Contractor shall label, tag or mark such Goods.
17. **RECYCLABLE PRODUCTS:** Unless otherwise required, Contractor shall use recycled and recyclable products to the maximum extent economically feasible in the performance of the PO.
18. **AMENDMENTS:** All amendments to this PO must be in writing, signed by Contractor and Oregon Tech.
19. **SEVERABILITY:** If a court of competent jurisdiction declares any provision of this PO to be invalid, the other provisions and the rights and obligations of the parties remain in effect.
20. **WAIVER:** Oregon Tech's failure to enforce any provision of this PO is not a waiver or relinquishment by Oregon Tech of its rights to such performance in the future or to enforce any other provisions.
21. **AWARD TO FOREIGN CONTRACTOR:** If Contractor is not registered to do business or has no office in the State of Oregon, Contractor shall promptly provide to the Oregon Department of Revenue and the Secretary of State Corporation Division all information required by those agencies relative to this PO. Oregon Tech may withhold final payment under this PO until Contractor has met this requirement.
22. **TAX CERTIFICATION:** Contractor hereby certifies under penalty of perjury: (a) it is not subject to backup withholding because (i) it is exempt from backup withholding, (ii) it has not been notified by the IRS that it is subject to backup withholding as a result of a failure to report all interest or dividends, or (iii) the IRS has notified Contractor that it is no longer subject to backup withholding; and (b) per ORS 305.385(6) it is not in violation of any Oregon tax laws described in ORS 305.380(4).

23. **EXPORT CONTROL:** Contractor acknowledges that Oregon Tech has students and faculty who are foreign nationals who may work with services, product or technology received from Contractor pursuant to this PO. Contractor represents that it has informed Oregon Tech in writing, prior to acceptance of this PO if it is providing Oregon Tech any product or technology subject to the U.S. Export Administration Act of 1979, the Export Administration Regulations and the International Traffic in Arms Regulations, and if so, under what Commerce Control List number(s) or U.S. Munitions List Number(s) it is controlled.
24. **OREGON TECH NAME AND TRADEMARK:** Contractor shall not use names, marks or trademarks identifying Oregon Tech, or any department or office of Oregon Tech, or in any other way identify Oregon Tech without prior written approval from Oregon Tech's Office of Marketing and Communication.
25. **INSURANCE:** Contractor shall secure at its own expense and keep in effect during the term of the performance under this PO, general liability or professional liability insurance as deemed applicable by Oregon Tech with limits not less than one million dollars (\$1,000,000) per occurrence with an aggregate amount of \$2,000,000, unless otherwise specified in writing by Oregon Tech. If requested, Contractor shall provide proof of insurance of said insurance policy.
26. **ORDER OF PRECEDENCE:** This PO includes the documents listed below, which, in the event of any conflicts among them, must be interpreted in the following order of precedence: i) The solicitation document issued by Oregon Tech and its attachments and addenda, if any; and ii) this Purchase Order including its Terms and Conditions, Contractor's bid, proposal or quote. In the event Contractor's bid, proposal or quote contains a requirement that its terms and conditions are superior to the above order of precedence, then Contractor acceptance of this PO constitutes a complete and absolute waiver of such requirement.
27. **EMPLOYMENT STATUS AND CONFLICTS:** Contractor certifies that it is not currently employed by the federal government and is not an employee of the Oregon Institute of Technology. Contractor further certifies that it has not offered any gifts, financial incentive or other enticements to an Oregon Tech employee, an Oregon Tech employee relative as defined in ORS 244.020(15), or an employee's or relative's business in exchange for a contract.
28. **INDEPENDENT CONTRACTOR STATUS:** The services to be rendered under this PO are those of an independent contractor. Contractor is solely and entirely responsible for any applicable state and federal taxes applicable to this PO. Contractor's employees are not entitled to any of the benefits that Oregon Tech provides its employees.
29. **TRAVEL AND EXPENSE REIMBURSEMENT:** If any travel or expense reimbursement is authorized in this PO, Oregon Tech will only reimburse Contractor in accordance with the Oregon Tech Contractor Travel Reimbursement Policy, hereby incorporated by reference, in effect at the time the expense was incurred.
30. **INTELLECTUAL PROPERTY:** All inventions, discoveries, work of authorship, trade secrets or other tangible or intangible items and intellectual property rights created by Contractor pursuant to this PO, including derivative works and compilations, together the "Work Product", and whether such Work Product is considered a work made for hire or an employment to invent, shall be the exclusive property of OREGON TECH.
31. **TIME IS OF THE ESSENCE:** Contractor agrees that time is of the essence under this PO.
32. **DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS:** Contractor hereby affirms that to the best of Contractor's knowledge, Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction contemplated by this PO by any federal department or agency, in accordance with 2 CFR 200.213, 2 CFR 200.214, and 2 CFR 180.
33. **EQUAL EMPLOYMENT OPPORTUNITY NOTICES:** Contractor and any subcontractor shall abide by the requirements of 41 CFR 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities, and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, disability or veteran status.
34. **MERGER:** THIS PURCHASE ORDER CONSITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS PO. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS PO SHALL BIND EITHER PARTY

UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER IS EFFECTIVE ONLY IN THE INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN.