### **Southern Oregon University**

###  **REQUEST FOR QUOTATION #122012 – Cogeneration Study Consultant**

Southern Oregon University (SOU) Purchasing Rules, Policies and Guidelines allows SOU departments to use an “Informal Procurement Process” for all purchases of supplies, equipment, and trade and professional services where the estimated cost does not exceed $100,000. The Informal Procurement Process is the solicitation of a minimum of three competitive quotes. Solicitation shall be accomplished by advertisement on the OUS Procurement Website making a request for vendors to provide a quote. A clearly documented record must be kept per the State of Oregon’s records retention rules, showing the vendors contacted, their responses including quote amounts, the basis for selection, evaluation results, and any other pertinent information to the solicitation.

The posting of solicitation on the OUS Procurement Website shall serve as the primary solicitation requirements document which in conjunction with the vendors’ written responses and proposals and/or quotes shall satisfy the “clearly documented record” requirement described above. Additionally, depending on the nature of the scope of work of the project and other specific project details, there may be other documented “pertinent information” required to ensure a complete and clearly documented record for the informal solicitation.

**SOUTHERN OREGON UNIVERSITY SHALL CONSIDER VENDOR QUOTES RECEIVED AS VALID FOR ONE HUNDRED TWENTY (120) DAYS.**

**RFQ ISSUE DATE: Dec. 21, 2012**

**VENDOR BID RESPONSES:**

To be considered for selection, quotations must arrive at Southern Oregon University, Facilities, Management and Planning no later than 4:00 p.m. on Wednesday, Jan. 2 .

All Quote Responses shall be in writing (email or hard copy, typewritten or printed legibly) and submitted by an authorized representative of the vendor submitting the quote. Quote Responses must be submitted to Drew Gilliland by email, U.S. mail, or by fax. If submitting by U.S. mail, please allow sufficient added time for your quotation to be processed through the SOU campus mail routing system which can take several days.

Emailed quotes shall be in a .pdf file and include the name, title, and contact information of the primary contact who prepared the quotation.

Respondents selected may be requested to provide additional information, either formally or via an interview process, to clarify their quotations and to ensure mutual understanding of the Scope of Work requirements and the time schedule.

Quote Responses shall be submitted to:

If by U.S. Mail: Facilities, Management and Planning

 Attention: Drew Gilliland

 351 Walker Ave.

 Ashland, OR 97525

If Delivered: Facilities, Management and Planning

 Attention: Drew Gilliland

 351 Walker Ave.

 Ashland, OR 97525

If by email: Gilliland@sou.edu

If by fax: Drew Gilliland: 541-552-6235

.***Emerging Small Businesses and Minority and Women Owned Businesses***

SOU is committed to increasing opportunities for Emerging Small Businesses and Minority and Women Owned Businesses, and SOU strongly encourages its contractors to use these businesses in providing services and materials for SOU contracts and projects.

**OVERVIEW:** SOU desires to hire an engineering firm to work with existing project consultant Beck Carlson Biomass Energy Consultants (BCBEC), on an expedited basis, to size, layout and prepare capital costs (35% level) for two options to supply both the heating/cooling and electrical needs of the Ashland, Oregon campus. The first option is a natural gas-fueled turbine with Heat Recovery Steam Generator (HRSG) (with duct firing, if necessary). The second option is a biomass fueled boiler and extraction/condensing turbine-generator.

The gas turbine would be installed at the existing Central Heating Plant, while the biomass facility would be installed at an unused building in the McNeal Hall section of the campus. Subject to further sizing by the selected engineering firm and BCBEC, either system should be capable of producing 30,000 lb/hr of 15 psig process steam and 1.5 MW of electricity.

**SCOPE Of WORK**

The preliminary engineering tasks to be performed under this proposal include the following:

1. Attend kickoff meeting during first full week in January, 2013 with SOU staff and BCBEC at Ashland campus. Contractor should be prepared to take photos and measurements as well as review drawings, operating data, campus expansion plans, etc. assembled by BCBEC and SOU staff ahead of meeting.
2. In conjunction with BCBEC and SOU staff, develop design basis document for project.
3. Select primary boiler/turbine package for each technology.
4. Prepare heat and mass balance analyses for each technology and optimize assuming continued availability of existing central heating plant equipment.
5. Evaluate condition of buildings to accept new steam/power generation equipment and estimate cost of necessary modifications.
6. Evaluate interface issues with existing steam/chilled water systems, resolve and estimate cost.
7. Size balance of plant (BOP) items outside of technology packages selected.
8. Develop parasitic load estimate and motor list.
9. Develop General Arrangement (GA) drawings for both options.
10. Develop preliminary P & ID and process flow drawings for both options.
11. Specify stack diameter and height using ODEQ and GEP guidelines.
12. Develop one line electrical drawing for use in interconnection request filing.
13. Develop emission inventory for both options, including HAP's.
14. For biomass option develop additional information:

 - Fuel receiving system

 - Fuel storage requirements

 - Truck maneuvering scenario

 - Fuel delivery system

 - Ash load out system

15. Evaluate existing electric driven centrifugal chillers to determine if replacement by steam absorption chillers would improve overall heat balance and operating cost.

16. Provide capital cost estimates for both technology options.

The above work must be completed by the end of February, 2013 in order to allow SOU to meet the deadlines imposed by the Legislative calendar under which appropriations are determined. A formal final report may lag completion by as much as 30 days beyond the above date.

The work shall be quoted on a time and materials basis with a not to exceed proposed fee (including reimbursable). Reimbursable rates to conform to and not to exceed OUS rates.

**MINIMUM QUALIFICATIONS:**

1. Consultant on a least three (3) similar woody biomass projects greater than 25,000,000 btu per hour.
2. 10 or more years’ experience

**Submittal Requirements** (not to exceed 8 pages):

1. Brief descripton f firm’s qualifications and comparable project history.
2. Key personnel that would be assigned to this project (provide resume’s)
3. Fee Proposal

**QUOTE AWARD:**

The basis of any quote award shall be greatest value, provided the vendor has met all mandatory requirements as defined in this quote solicitation document. SOU does reserve the right to not award this to any of the vendors if it is in the best interest of SOU to do so.

## PAYMENT/INVOICING:

Payment of vendor invoices by SOU is normally made within 30-45 days of receipt of complete and accurate invoices. The vendor is responsible for ensuring that the invoice clearly references the associated SOU Purchase Order and that all items on the invoice match those listed in the quote response. SOU will not be responsible for paying any invoices that are not complete and accurate. Vendor payment terms may not require payment in less than 30 days after receipt of invoice by SOU and any payment delinquency terms are subject to the provisions of ORS (Oregon Revised Statute) 293.462.

# Evaluation of Proposals:

Selection of firm to be determined by combination of fee and experience.

# CHANGES AFTER AWARD/ACCEPTANCE OF QUOTE:

After award or acceptance of vendor quote, any changes in the Scope of Work or additional work otherwise unforeseen at the time of preparation of this solicitation document and subsequent award, shall be addressed in writing, and signed by authorized representatives of the parties.

**BEST AND FINAL OFFER:**

Pursuant to OAR 580-061-0155, SOU reserves the right to select the vendor that, in the collective opinion of the evaluation team, offers the best overall benefit, convenience, functionality and service at the best-value cost to SOU. In the event that finalist proposals do vary significantly, SOU reserves the right to conduct discussions with the finalist proposers, to accept best and final offers from those finalists, and to negotiate changes, if it’s in SOU’s best interest to do so.

**PUBLIC RECORDS:**

This RFQ and one copy of each original quote received in response to it, together with copies of all documents pertaining to the Award of a Contract, shall be kept by SOU and shall be open to public inspection. If a quote contains any information that is considered a trade secret by the Contractor under ORS 192.501(2), each sheet of such information must be clearly marked with the following:

**"This data constitutes a trade secret under ORS 192.501(2), and shall not be disclosed except in accordance with the Oregon Public Records Law, ORS Chapter 192."**

The Oregon Public Records Law, ORS 192.501(2), exempts from disclosure only bona fide trade secrets, and the exemption from disclosure applies "unless the public interest requires disclosure in the particular instance." Therefore, non-disclosure of documents or any portion of a document submitted as part of a proposal may depend upon official or judicial determinations made pursuant to the Public Records Law.

Pricing information cannot be labeled a trade secret and must be open to public inspection. Contractors are requested to mark only specific pages or text in their quote considered a “trade secret” under Public Records Law. Quotes in which the entire document is marked or otherwise identified in its entirety as confidential or a "trade secret" will be rejected.

**OTHER TERMS AND CONDITIONS:**

**In addition to all of the requirements above, Contractor shall comply with Southern Oregon University’s Standard Contract Terms & Conditions, incorporated within this document (see below).**

**STANDARD CONTRACT PROVISIONS**

**1: ACCESS TO RECORDS**. Contractor shall maintain books, records, documents, and other evidence and accounting procedures and practices sufficient to reflect properly all costs of whatever nature claimed to have been incurred and anticipated to be incurred in the performance of this Contract. The Oregon Department of Higher Education, Oregon Secretary of State, Federal Government, and their duly authorized representatives shall have access to the books, documents, papers, and records of Contractor which are directly pertinent to the Contract for the purpose of making audit, examination, excerpts, and transcripts. Contractor shall retain and keep accessible such fiscal records, books, documents, papers, plans, and writings for a minimum of three (3) years, or such longer period as may be required by applicable law, following final payment and termination of this Contract, or until the conclusion of any audit, controversy or litigation arising out of or related to this Contract, whichever is later.

**2. AVAILABILITY OF FUNDS.** Institution certifies that sufficient funds are available and authorized for expenditure to finance costs of this Contract within its current biennial appropriation or expenditure limitation, provided, however, the continuation of the Contract, or any extension, after the end of the fiscal period in which it is written, is contingent upon a new appropriation or limitation for each succeeding fiscal period sufficient in amount, in the exercise of Institution=s reasonable administrative discretion, to continue to make payments under this Contract.

**3. CAPTIONS.** The captions or headings in this Contract are for convenience only, and in no way define, limit, or describe the scope or intent of any provisions of this Contract.

**4. COMPLIANCE WITH APPLICABLE LAW.** Contractor shall comply with all federal, state, county, and local laws, ordinances, and regulations applicable to the work to be done under this Contract. Contractor specifically agrees to comply with all applicable requirements of federal and state civil rights and rehabilitation statutes, rules, and regulations. Contractor also shall comply with the Americans with Disabilities Act of 1990 (Pub LNo.101-336), Title VI of the Civil Rights Act of 1964, Section V of the Rehabilitation Act of 1973, ORS 659.425, and all regulations and administrative rules established pursuant to those laws. Contractor further agrees to make payments promptly when due, to all persons supplying to such Contractor, labor or materials for the prosecution of the work provided in this Contract; pay all contributions or amounts due the Industrial Accident Fund from such Contractor incurred in performance of this Contract; not permit any lien or claim to be filed or prosecuted against the state on account of any labor or material furnished; pay to the Department of Revenue all sums withheld from employees pursuant to ORS316.167. If Contractor fails or refuses to make any such payments required herein, the appropriate Institution official may pay such claim. Any payment of a claim in the manner authorized in this section shall not relieve the Contractor or Contractor's surety from obligation with respect to any unpaid claims. Contractor shall promptly pay any person or entity that furnishes medical care to Contractor's employees those sums which Contractor agreed to pay for such services and all money Contractor collected or deducted from employee's wages to provide such services.

**5. DISCLOSURE OF SOCIAL SECURITY NUMBER.** Contractor must provide Contractor's Social Security number unless Contractor provides a federal tax ID number. This number is requested pursuant to ORS 305.385 and OAR 150-305.100. Social Security numbers provided pursuant to this authority will be used for the administration of state, federal, and local tax laws.

**6. EXECUTION AND COUNTERPARTS.** This Contract may be executed in several counterparts, each of which shall be an original, all of which shall constitute but one and the same instrument.

**7. GOVERNING LAW.** This Contract 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, or suit between Institution and Contractor that arises out of or relates to performance of this Contract shall be brought and conducted solely and exclusively within the Circuit Court for Marion County, for the State of Oregon. Provided, however, that if any such claim, action, or suit may be brought only in a federal forum, it shall be brought and conducted solely and exclusively within the United States District Court for the District of Oregon. CONTRACTOR, BY EXECUTION OF THIS CONTRACT, HEREBY CONSENTS TO THE IN PERSONAM JURISDICTION OF SAID COURTS.

**8. RECYCLING.** Contractor shall use recyclable paper and products to the maximum extent economically feasible in the performance of the Contract.

**9. HAZARD COMMUNICATION.** Contractor shall notify Institution prior to using products containing hazardous chemicals to which Institution employees may be exposed. Products containing hazardous chemicals are those products defined by Oregon Administrative Rules, Chapter 437. Upon Institution's request, Contractor shall immediately provide Material Safety Data Sheets, as required by OAR 437-155-025, for the products subject to this provision.

**10. INDEMNITY, RESPONSIBILITY FOR DAMAGES.** Contractor shall be responsible for all damage to property, injury to persons, and loss, expense, inconvenience, and delay which may be caused by, or result from, the conduct of work under this Contract, or from any act, omission, or neglect of Contractor, its subcontractors, or employees. Contractor shall save, defend, indemnify, and hold harmless the State of Oregon, the State Board of Higher Education, the Institution, and their officers, agents, employees, and members from all claims, suits, and actions of any nature resulting from or arising out of the activities or omissions of Contractor or its subcontractors, officers, agents, or employees acting under this Contract and provided that Institution shall provide Contractor with prompt written notice of any such claim, suit, action or proceeding and reasonable assistance, at Contractor's expense, in the defense thereof. Contractor shall have control of the defense and settlement thereof, but neither Contractor nor any attorney engaged by Contractor shall defend the claim in the name of the State of Oregon or Institution, nor purport to act as legal representative of the state of Oregon or any of its agencies, without the prior written consent of the Oregon Attorney General. The State of Oregon may, at its election and expense, assume its own defense and settlement in the event that the State of Oregon determines that Contractor is prohibited from defending the State of Oregon, is not adequately defending its interests, or that an important governmental principle is at issue and the State of Oregon desires to assume its own defense.

**11. INDEPENDENT CONTRACTOR STATUS.** The service(s) to be rendered under this Contract are those of an independent contractor. Although the Institution reserves the right (i) to determine (and modify) the delivery schedule for the work to be performed, and (ii) to evaluate the quality of the completed performance, Institution cannot and will not control the means or manner of Contractor's performance. Contractor is responsible for determining the appropriate means and manner of performing the work. Contractor is not to be considered an agent or employee of Institution for any purpose, and neither Contractor nor any of Contractor's agents or employees are entitled to any of the benefits that Institution provides for its employees. Contractor will be solely and entirely responsible for its acts and for the acts of its agents or employees during the performance of this Contract. If Contractor is providing personal services as an individual, Contractor: (1) is engaged as an independent contractor and will be responsible for any Federal or State taxes applicable to this payment; (2) will not be eligible for any Federal Social Security, State Workers' Compensation, unemployment insurance, or Public Employees Retirement System benefits from this Contract payment; (3) is not an officer, employee, or agent of the State as these terms are used in ORS 30.265 and will not be under the direction and control of Institution; (4) is not currently employed by the Federal Government and the amount charged does not exceed Contractor's normal charge for the type of service provided if payment is to be charged against Federal funds; (5) must furnish Form 8233 in duplicate with this Contract if Contractor is a non-resident alien and claims exemption from Federal withholding tax.

The Oregon State Board of Higher Education, acting on behalf of Institution, will report the total amount of all payments to Contractor, including any expenses, in accordance with Federal Internal Revenue Service and State of Oregon Department of Revenue regulations. (See also Exhibit C.)

**12. INSURANCE.** Contractor shall provide insurance as indicated on Exhibit B, attached hereto and by this reference made a part hereof. Insurance policies, which cannot be excess to a self-insurance program, are to be issued by an insurance company authorized to do business in the State of Oregon. The State of Oregon, acting by and through the State Board of Higher Education, on behalf of Southern Oregon University, and their officers and employees shall be included as additional insureds. If any of the liability insurance is arranged on a "claims made" basis, "tail" coverage will be required at the completion of this Contract for a duration of 24 months. Before Contractor commences work under this Contract, Contractor shall furnish to the Institution contracts officer certificates of insurance and endorsements as evidence of the insurance coverages required by this Contract, including workers' compensation. The certificates shall provide that the insurance company will give a 30-day written notice to the Institution contracts officer if the insurance is canceled or materially changed.

**13. LIMITATION OF LIABILITIES.** Except for liability arising under or related to sections 16(A) or 24(B), neither party shall be liable for (i) any indirect, incidental, consequential, or special damages under this Contract, or (ii) any damages of any sort arising solely from the termination of this Contract in accordance with its terms.

**14. NOTICES.** Except as otherwise expressly provided in this Contract, any communications between the parties hereto or notices to be given hereunder shall be given in writing by personal delivery, facsimile, or mailing the same, postage prepaid, to Contractor or Institution at the address or number set forth on the signature page of this Contract, or to such other addresses or numbers as either party may hereafter indicate. Any communication or notice so addressed and mailed shall be deemed to be given five (5) days after mailing. Any communication or notice delivered by facsimile shall be deemed to be given when receipt of the transmission is generated by the transmitting machine. To be effective against the Institution, such facsimile transmission must be confirmed by telephone notice to the Institution's supervising representative. Any communication or notice by personal delivery shall be deemed to be given when actually delivered.

**15. OWNERSHIP OF WORK PRODUCT.** All work product of Contractor that results from this Contract (the work product) is the exclusive property of Institution. Institution and

Contractor intend that such work product be deemed "work made for hire" of which Institution shall be deemed the author. If for any reason the work product is not deemed "work made for hire," Contractor hereby irrevocably assigns to Institution all its right, title, and interest in and to any and all of the work product, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Contractor shall execute such further documents and instruments as Institution may reasonably request in order to fully vest such rights in Institution. Contractor forever waives any and all rights relating to the work product, including without limitation, any and all rights arising under 17 USC 106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

**16. REPRESENTATIONS AND WARRANTIES.** (a) Contractor's Representations and Warranties. Contractor represents and warrants to Institution that (1) Contractor has the power and authority to enter into and perform this Contract, (2) this Contract, when executed and delivered, shall be a valid and binding obligation of Contractor, enforceable in accordance with its terms, (3) the work under this Contract shall be performed in a good and workmanlike manner and in accordance with the highest professional standards, (4) Contractor shall, at all times during the term of this Contract, be qualified, professionally competent, and duly licensed to perform the work, (5) all computer hardware and software delivered under this Contract will, individually and in combination, correctly process, sequence, calculate all date and date related data for all dates prior to, through, and after January 1, 2000, and (6) any software products delivered under this Contract that process date or date related data shall recognize, store, and transmit date data in a format which explicitly and unambiguously specifies the correct century. (b) Contractor's Limitation of Liability. Contractor's liability with respect to items (5) and (6) shall not exceed: (1) twice the total Contract amount (including any amendments) or (2) $100,000, whichever is greater. (c) Warranties Cumulative. The warranties set forth in this section are in addition to, and not in lieu of, any other warranties provided.

**17. SURVIVAL.** All rights and obligations shall cease upon termination or expiration of this Contract, except for the rights and obligations set forth in Effective Date and Duration, and Sections 1,7,10, 13, 15, 16, 17, and 20.

**18. SEVERABILITY.** If any term or provision of this Contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Contract did not contain the particular term or provision held to be invalid.

**19. SUBCONTRACTS AND ASSIGNMENTS.** Contractor shall not enter into any subcontracts for any of the work required by this Contract, or assign or transfer any of its interest in this Contract, without obtaining prior written approval from the Institution. In addition to any provisions the Institution may require, Contractor shall include in any permitted subcontract under this Contract a requirement that the subcontractor be bound by this section and Sections 1, 10, 15, and 26 as if the subcontractor were the Contractor. Institution's consent to any subcontract shall not relieve Contractor of any of its duties or obligations under this Contract.

**20. SUCCESSORS IN INTEREST.** The provisions of this Contract shall be binding upon and shall inure to the benefit of the parties hereto, and their respective permitted successors and assigns.

**21. TAX COMPLIANCE CERTIFICATION.** Contractor hereby affirms, under penalty of perjury, as provided in ORS305.385(6), that to the best of Contractor 's knowledge, Contractor is not in violation of any of the tax laws described in ORS 305.380( 4).

**22. TERMINATIONS.** (a) This Contract may be terminated at any time by mutual consent of the parties, or by Institution for convenience upon thirty (30) days' notice to the contractor. (b) In addition, the Institution may terminate this Contract effective upon delivery of notice to Contractor, or at such later date as may be established by the Institution, if (i) Federal or state regulations or guidelines are modified, changed, or interpreted in such a way that either the work under this Contract is prohibited or Institution is prohibited from paying for such work from the planned funding source; or (ii) Any license or certificate required by law or regulation to be held by Contractor to provide the services required by this Contract is for any reason denied, revoked, or not renewed. (c) This Contract may also be terminated by Institution for default (including breach of Contract) if (i) Contractor fails to provide services or materials called for by this Contract within the time specified herein or any extension thereof; or (ii) Contractor fails to perform any of the other provisions of this Contract, or so fails to pursue the work as to endanger performance of this Contract in accordance with its terms, and after receipt of notice from Institution, fails to correct such failures within ten (10) business days.

**23. TERMINATION DUE TO NON-APPROPRIATION OF FUNDS.** If sufficient funds are not provided in future legislatively approved budgets of Institution, or from applicable Federal, state, or other sources, to permit Institution in the exercise of its reasonable administrative discretion to continue this Contract, or if Institution or program for which this Contract was executed is abolished, the Institution may terminate this Contract without further liability by giving Contractor not less than thirty (30) days' notice. In determining the availability of funds from the Oregon Legislature for this Contract, Institution may use the budget adopted for it by the Joint Ways and Means Committee of the Oregon Legislative Assembly.

**STANDARD CONTRACT PROVISIONS**

**24. REMEDIES.** (a) In the event of termination pursuant to Section 22(a) and (b)(i) and 23, Contractor's sole remedy shall be a claim for the sum designated for accomplishing the work multiplied by the percentage of work completed and accepted by the Institution, less previous amounts paid and any claim(s) which the Institution has against the Contractor. If previous amounts paid to Contractor exceed the amount due to Contractor under this subsection, Contractor shall pay any excess to Institution upon demand. (b) In the event of termination pursuant to Sections 22(b)(ii) or (c), Institution shall have any remedy available to it in law or equity. If it is determined for any reason that Contractor was not in default under these subsections, the rights and obligations of the parties shall be the same as if the Contract was terminated pursuant to Section 22(a). (c) Upon receiving a notice of termination of this Contract, Contractor shall immediately cease all activities under this Contract, unless Institution expressly directs otherwise in such notice of termination. Upon termination of this Contract, Contractor shall deliver to Institution all documents, information, works-in-progress and other property that are or would be deliverables had the Contract been completed. Upon Institution's request, Contractor shall surrender to anyone Institution designates, all documents, research or objects or other tangible things needed to complete the work.

**25. NO THIRD PARTY BENEFICIARIES.** Institution and Contractor are the only parties to this Contract, and are the only parties entitled to enforce its terms. Nothing in this Contract gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly or otherwise, to third persons unless such third persons are individually identified by name herein, and expressly described as intended beneficiaries of the terms of this Contract.

**26. TIME IS OF THE ESSENCE.** Contractor agrees that time is of the essence under this Contract.

**27. YEAR 2000 COMPLIANCE.** In the event Contractor learns or has reason to believe that Institution's hardware or software environment fails to use a date format that explicitly specifies century in any date data, Contractor shall promptly advise Institution of such failure.

**28. FOREIGN CONTRACTOR.** If the Contractor is not domiciled in or registered to do business 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 Contract. The Contractor shall demonstrate its legal capacity to perform these services in the State of Oregon prior to entering into this Contract.

**29 FORCE MAJEURE.** Neither Institution nor Contractor shall be held responsible for delay or default caused by fire, riot, acts of God, or war where such cause was beyond, respectively, Institution's or Contractor's reasonable control. Contractor shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon the cessation of the cause, diligently pursue performance of its obligations under this Contract.

**30. WAIVER.** The failure of Institution to enforce any provision of this Contract shall not constitute a waiver by Institution of that or any other provision, MERGER. THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. THERE ARE NO UNDERSTANDINGS, AGREEMENTS, OR REPRESENTATIONS, ORAL OR WRITTEN, NOT SPECIFIED HEREIN REGARDING THIS CONTRACT. NO AMENDMENT, CONSENT, OR WAIVER OF TERMS OF THIS AGREEMENT SHALL BIND EITHER PARTY UNLESS IN WRITING AND SIGNED BY ALL PARTIES. ANY SUCH AMENDMENT, CONSENT, OR WAIVER SHALL BE EFFECTIVE ONLY IN THE SPECIFIC INSTANCE AND FOR THE SPECIFIC PURPOSE GIVEN. CONTRACTOR, BY THE SIGNATURE HERETO OF ITS AUTHORIZED REPRESENTATIVE, ACKNOWLEDGES HAVING READ AND UNDERSTOOD THE CONTRACT AND CONTRACTOR AGREES TO BE BOUND BY ITS TERMS AND CONDITIONS.