



EAST TENNESSEE STATE UNIVERSITY

East Tennessee State University – Request for Quotation

College of Nursing: Laerdal and Pocket Nurse Simulation Supplies

RFQ No.	26001
Issue Date	September 25, 2025
Response Date/Time	October 9, 2025 at 2 p.m.

Contact:

Alex Ortiz- ortizag@etsu.edu
Procurement & Contract Services
1276 Gilbreath Drive B-16
Johnson City, TN 37614
423-439-6890

**EAST TENNESSEE STATE UNIVERSITY
REQUEST FOR QUOTATION**

East Tennessee State University
Procurement & Contract Services
1276 Gilbreath Drive
Johnson City, TN 37614

Bid No. RFQ 26001
Date: September 25, 2025
Dept: Nursing

Bid subject to the Minimum General Bid Conditions available at <https://www.etsu.edu/bf/purchasing.php>, ETSU Board of Trustees, General Purchasing, Receipt of Materials, & Payment of Invoices at <https://www.etsu.edu/bf/fp.php>, and TBR Policy and Guidelines/Purchasing Policies & Procedures 4:02:10:00 at <http://tbr.edu/offices/purchasing.aspx?id=2236>

Bids must be received by: Date/Time: October 9, 2025 at 2:00 p.m.

Mail Sealed Bids to:
East Tennessee State University
Attn: Alex Ortiz, Director of Procurement and Contract Services
1276 Gilbreath Drive, B16
Johnson City, TN 37614

Valid bids must be in a sealed envelope with the Bid Number and Title on left bottom corner.

Unless otherwise requested, quote on each item separately. Provide unit prices. If unable to furnish items as specified, ETSU College of Nursing will not be considering substitutions at this time. East Tennessee State University is exempt from state, federal, and local taxes; do not include taxes in quotation. Quote F.O.B., East Tennessee State University, Johnson City, Tennessee. Minimum terms: Net 30 days. Prepayment or deposits not allowed. Quotation must be typewritten or in ink & is to be a sealed bid. While mailed is the preferred method of submission, electronic submission by email will be accepted and should be sent to ortizag@etsu.edu.

(THIS IS NOT AN ORDER)

ITEM NO.	QT Y	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
Nursing Anne Light 325-05050	1	EA	Nursing Anne Manikin Light 1 Adult, Female, Full-Body Manikin, 1 Female Multi-Venous IV Training Arm-Left, 1 Female Blood Pressure Training Arm-Right, 1 Blood Pressure Cuff, 1 Male Genitalia, 1 Female Genitalia, 3 Urinary Connector Valves, 3 Anal Connector Valves, 4 Clamps, 1 100cc Slip Tip Syringe, 1 Can Manikin Lubricant, 1 Hospital Gown and Directions for Use		

400-09201	1	EA	Tablet For use with LLEAP, Ultrasound, or as a Patient Monitor.		
204-00033	1	EA	SimPad PLUS 2 System IE		
204-50150	1	EA	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.		
325-83050	1	EA	Nursing Anne Manikin On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Value discount of 60% for 4 or more installs		
260305	2	EA	Power Cord 110V (US)		

Nursing Anne Dark 325-05050B	1	EA	Nursing Anne Manikin Dark 1 Adult, Female, Full-Body Manikin, 1 Female Multi-Venous IV Training Arm-Left, 1 Female Blood Pressure Training Arm-Right, 1 Blood Pressure Cuff, 1 Male Genitalia, 1 Female Genitalia, 3 Urinary Connector Valves, 3 Anal Connector Valves, 4 Clamps, 1 100cc Slip Tip Syringe, 1 Can Manikin Lubricant, 1 Hospital Gown and Directions for Use		
400-09201	1	EA	Tablet For use with LLEAP, Ultrasound, or as a Patient Monitor.		
204-00033	1	EA	SimPad PLUS 2 System IE		
204-50150	1	EA	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.		
260305	2	EA	Power Cord 110V (US)		
325-83050	1	EA	Nursing Anne Manikin On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Volume discount of 60% for 4 or more installs		

Nursing Kelly Light 300-05050	1	EA	Nursing Kelly Manikin Light Includes: 1 Adult, Male, Full-Body Manikin, 1 Male Multi-Venous IV Training Arm-Right, 1 Male Blood Pressure Training Arm-Left, 1 Blood Pressure Cuff, 1 Male Genitalia, 1 Female Genitalia, 3 Urinary Connector Valves, 3 Anal Connector Valves, 4 Clamps, 1 100cc Slip Tip Syringe, 1 Can Manikin Lubricant, 1 Hospital Gown and Directions for Use.		
400-09201	1	EA	Tablet For use with LLEAP, Ultrasound, or as a Patient Monitor.		
204-00033	1	EA	SimPad PLUS 2 System IE		
204-50150	1	EA	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.		
260305	1	EA	Power Cord 110V (US)		
300-83050	1	EA	Nursing Kelly Manikin On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Volume discount of 60% for 4 or more installs		

Nursing Kelly Dark 300-05050B	1	EA	Nursing Kelly Manikin Dark Includes: 1 Adult, Male, Full-Body Manikin, 1 Male Multi-Venous IV Training Arm-Right, 1 Male Blood Pressure Training Arm-Left, 1 Blood Pressure Cuff, 1 Male Genitalia, 1 Female Genitalia, 3 Urinary Connector Valves, 3 Anal Connector Valves, 4 Clamps, 1 100cc Slip Tip Syringe, 1 Can Manikin Lubricant, 1 Hospital Gown and Directions for Use.		
400-09201	1	EA	Tablet For use with LLEAP, Ultrasound, or as a Patient Monitor.		
204-00033	1	EA	SimPad PLUS 2 System IE		
204-50150	1	EA	LLEAP for SimPad PLUS Includes: License Key providing access to Manual Mode, Automatic Mode, and Log Viewer Application.		
260305	1	EA	Power Cord 110V (US)		
300-83050	1	EA	Nursing Kelly Manikin On-Site Installation A professional product installation by a trained Laerdal Service Engineer or an authorized Laerdal Service Provider. Includes unpacking and set up of the simulator and accessories, including Laerdal supplied PCs. Installation of the Laerdal Application Software and a complete product quality inspection with full-functional test. Volume discount of 60% for 4 or more installs		
Routers 400-94001	2	EA	Portable Router (US)		

04-25-3102	10	EA	<p>SimCartRx Elite 25,245.00 EA 252,450.00</p> <p>New Model KbPort SimCartRx Elite is a high-level, fully-integrated mobile medication station with lockable drawers. This versatile cart replicates the realism of bedside medication administration for point-of-care delivery. The optimized design of SimCartRx Elite is heavy-duty yet elegant, providing comfortable and efficient operation and transport while enabling educators to more effectively simulate medication administration workflows.</p> <p>DEMO DOSE® SAMPLE PACK INCLUDED WITH PURCHASE!</p> <p>Features:</p> <ul style="list-style-type: none"> Mobile charting workstation with built-in keypad Motorized lift for easy height adjustment High performance battery pack and charging station (10) Electronic, independently operated medication drawers via MedsManager or keypad All-In-One PC workstation with keyboard and mouse 24" Monitor <p>Peripheral package:</p> <ul style="list-style-type: none"> Barcode scanner Wipe and cup dispensers Printer bracket (optional printer not included) Sharps container Glove box rack Wastebasket Nursing Education Lesson Plans - Level One Single copy with sample learner assignments SimEMR® (cloud-based EMR) 1-year free trial subscription, unlimited licenses, First-time customers only MedsManager (software for medication administration) Sample formulary with specific software bundles Standard KbPort parts warranty (2-year) <p>Dimensions:</p> <p>36"-48" H (adjustable) x 21" W x 26.5" D</p> <p>Weight: 130 lb.</p>		
01-37-3124	10	EA	<p>ORMD Demo Dose® Auto Dispense Cart Rx Sample Bundle Kit</p>		

06-98-9201-2YR	10	EA	Extended Hardware Warranty for SimCartRx Elite ***OPTIONAL FOR SIMCARTRX ELITE***		
04-07-2250	1	EA	<p>Wristband Printer ***OPTIONAL FOR SIMCARTRX ELITE*** This wristband barcode printer is designed to print wristbands for healthcare patient identification. Print patient wristbands to scan and connect with KbPort? software. Including barcode scanning as a part of simulated healthcare education helps to further replicate the real life process of medication administration when interacting with a patient or using barcode scanning as an additional verification tool.</p> <p>FEATURES LCD display USB 2.0 Ethernet connectivity BENEFITS Replicate the actual process of medication dispensation and administration via barcodes Improve workflows Improve patient safety SPECIFICATIONS Max Label Width: 2.36" Print Speed: 5 Label Core: 1" Print Method: Direct Thermal Included Features: micro-SD Flash Memory Slot Printer Type: 203 dpi Max Roll Outer Diameter: 5 Interface Options: Ethernet, USB Maximum Print Width: 2.13"</p>		
06-69-7001	1	EA	Wristband Printer Labels ***OPTIONAL FOR SIMCARTRX ELITE***		
04-25-3122-NURS	4	EA	<p>SimCabRx Extended Nursing 3 Door 4 Drawer w/Lesson Plan SimCabRx Extended Nursing is an automated dispensation cabinet designed exclusively for educating nursing students. SimCabRx Nursing promotes an authentic medication dispensation process within the simulated environment. SimCabRx is designed specifically to allow practice of high-risk medication administration actions that are typically restricted in the real clinical environment. Sample patient profiles, linked to SimEMR®, offer students an "all-in-one" learning process for assessment of critical</p>		

			<p>patient information, the validation processes of patient, provider order entry, accuracy, medication dispensation, and reconciliation.</p> <p>A bonus sample pack of Demo Dose® simulated medication is included with purchase of SimCabRx.</p> <p>Features:</p> <p>Workstation (3 door, 4 drawer medication cabinet):</p> <p>Three lockable doors (flexible bin configuration)</p> <p>One lockable, 20-pocket drawer (with independently-locking pockets)</p> <p>Three lockable, 20-pocket drawers (with non-locking pockets)</p> <p>SimEMR® (cloud-based EMR, online training)</p> <p>One-year subscription, unlimited licenses, first-time customers only</p> <p>MedsManager (software for medication administration)</p> <p>Sample formulary and inventory control</p> <p>Used in conjunction with SimEMR or MedSkills Peripheral Package</p> <p>Barcode scanner</p> <p>All-in-one Bundle</p> <p>All-in-one PC</p> <p>USB Keyboard & mouse</p> <p>Adjustable side shelf</p> <p>Standard parts warranty</p> <p>Two-year</p> <p>KbPort Nursing Lesson Plans</p> <p>(1) Copy of Level One included</p> <p>Specifications:</p> <p>Dimensions: 78" H x 28" W x 25" D</p> <p>Weight: 650 lb.</p> <p>Shipping Dimensions: 88" H x 34" W x 31" D</p> <p>Shipping Weight: 700 lb.</p>		
01-37-3122	4	EA	<p>ORMD Demo Dose® Auto Dispense Cabinet</p> <p>RN Sample Bundle Kit</p>		
06-98-2901	4	EA	<p>KbPort Ext Hardware Warranty SimCabRx 2 Year</p> <p>***OPTIONAL FOR SIMCAB***</p>		

06-69-1600	1	EA	Barcode Printer Package ***OPTIONAL FOR SIMCAB*** Print your own barcodes or scan and decode barcodes as well as modify and transmit barcode data to our software. Barcode printer Barcode printer labels USB cable		
06-69-7059	1	RL	Barcode Printer Labels ***OPTIONAL FOR SIMCAB***		
06-79-3801	1	EA	KbPort MedSkills Enterprise Software Service Lightweight Clinical Documentation Support medication dispensation & administration pathways (8 forms in 6 categories) Supports barcode scanning (patient, medications) Houses patient profiles (10 patient profile samples) Drawer controle via MedsManager Customizable medication formulary No internet connection required Supports up to 200 distinct users Supports up to 100 concurrent user connections No licensing process Onsite Dell 1RU Server ***REQUIRES 4-POST RACK IN DATA CLOSET*** 2-year complete hardware warranty / support included		
QUOTE ITEM	1	EA	KbPort MedSkills Enterprise Extended Warranty - 3 Year		
06-98-3225	1	EA	MDS Training ONSITE 1-Day ***OPTIONAL FOR SIMCART AND SIMCAB*** Team-based, on-site training sessions to provide comprehensive understanding of Med Skills, MedsManager, SimCartRx and SimCabRx, and how your hardware and software can be utilized to further your educational objectives.		

35-97-5401	1	EA	OSIS Assembly Install Level 4 Sim Cab Sim Cart 11-15 Units		
35-97-3134	1	EA	KB-Port Lift Gate Required No Loading Dock ***this is required if there is no loading dock at the delivery location***		
04-50-8222-REFURB	13	EA	Hillrom VersaCare Bed Foam Mattress 500LB ***LIFT GATE DELIVERY - The beds will be shipped directly to your receiving area and you or your maintenance staff will manage them from that point forward. No inside delivery or installation will be performed.***		
04-50-3400-REFURB	2	EA	Hillrom Birthing Bed Affinity IV 500LB ***LIFT GATE DELIVERY - The beds will be shipped directly to your receiving area and you or your maintenance staff will manage them from that point forward. No inside delivery or installation will be performed.***		
04-50-1305	2	EA	SimLabSolutions Radiant Warmer Infant		
04-71-4840	10	EA	Headwall Package Mobile Deluxe 48IN		
04-50-2256	1	EA	Nurse Call Operating System Laptop & Router		
06-54-2701-REFURB	10	EA	Alaris Medley Pump Combo 1 Combo Includes: (1) 8015 PC Unit (2) 8100 Pump Modules (6) Sets of Alaris 2420-0500 Primary IV tubing		

05-68-9525-REFURB	4	EA	SCD 700 Series Controller Kendall 9525 w/2 Hoses Includes (2) hoses (tubing) and (1) set of compression sleeves		
02-33-500	8	EA	Scale Digital Pro with Height Rod 550LB		
06-54-8120-REFURB	4	EA	<p>Alaris Medley 8120 PCA Syringe Pump Module</p> <p>PLEASE NOTE - This module cannot be used alone and must be connected with either the Alaris 8000 or Alaris 8015 PCU Infusion Pump units.</p> <p>The Alaris 8120 PCA Module is used for delivery of pain management medications via patient-controlled dosing.</p> <p>Syringe-based technology with secure drug access attaches easily to the Alaris PCU.</p> <p>The Alaris 8120 PCA Module provides unique ability to automatically pause PCA infusion and deactivate the patient dose request card if the patient falls below the hospital-defined % SpO2 and/or low respiratory EtCO2 limits when used with the PCA module</p> <p>Different dose ranges for the same drug based on patient diagnosis (e.g., acute pain versus chronic pain)</p> <p>Barcoding for the right drug, patient and clinician</p> <p>Common user interface that reduces training time and programming complexity</p> <p>Barcoding for the right drug, patient and clinician</p> <p>Specifications: Provides the unique ability to automatically pause the PCA infusion and deactivate the patient dose request card if a patient falls below your hospital-defined % SpO2 and/or low respiratory EtCO2 limits when used with the PCA module</p> <p>Different dose ranges for the same drug based on patient diagnosis (e.g. acute pain vs. chronic pain)</p> <p>Common user interface that reduces training time and programming complexity.</p>		

04-25-0110	3	EA	DURAQuipp Emergency Crash Cart 6 Drawer		
04-25-0111	1	EA	DURAQuipp Pediatric Crash Cart 9 Drawer		
04-50-0450-LTOAK	24	EA	Table Overbed 29IN x 45IN Silver Vein H Base		
04-50-2501-LTOAK	24	EA	Cabinet Bedside 1 Door, 1 Drawer		
04-76-500	5	EA	<p>Pocket Nurse® Hydraulic Multi-Treatment Stretcher</p> <p>Features:</p> <ul style="list-style-type: none"> Steel frame IV pole Backrest 0-90° (pneumatic-assisted) Knee-break 0-40° (crank-assisted) Adjustable height Trendelenburg positioning and reverse trendelenburg approximately 18° (pneumatic-handle type) Single pedestal hydraulic mechanism Hydraulic foot pedals are located on each side of stretcher 3" Foam mattress with synthetic leather cover Capacity: 440 lbs. 85" L x 31" W Warranty: 1 year manufacturer warranty 		
11-81-0856-FULL	10	EA	Catheterization Simulator Set Female/ Male		
11-81-0450-BRN	1	EA	Nursing Anne Fundus Skills and Assessment Module		

11-81-0450-LIGHT	1	EA	Nursing Anne Fundus Skills and Assessment Module		
05-76-0223	6	EA	DynaRide Series 2 Wheelchair 18x16IN Detach Desk Arm w/ ELR		
04-50-5740-BLURDG	4	EA	Recliner 3 Position Geri Chair with Activity Tray Lumex		
05-23-0162	4	EA	Two Button Folding Walker Adult 5IN Wheels		
02-24-100-STNDRDR EFURB	10	EA	Dinamap Procure Monitor with Stand w/Standard BP Cuff		
02-33-549	2	EA	Scale Digital Pediatric Tray 44LB		
02-24-4302	6	EA	ORMD THERMO Simulated Hospital Thermometer		

By signing this proposal, proposer complies with all the terms and conditions, requirements, and specifications of this RFQ, all Attachments, all Amendments and Addenda thereto.

Total Bid Price: \$	
Brand and Model being offered for bid:	
Supplier Name:	
Address:	
Authorized Signature:	
Name Printed:	
Date:	
Telephone:	
Email:	
<p>Note: Bid must have original signature or will be rejected. East Tennessee State University is an EEO/AA/Title IX/Section 504/ADA employer.</p> <p>Failure to comply with any specification or requirement may result in disqualification of bid response.</p> <p>If a vendor application is not already on file with ETSU, a completed vendor application must be submitted with bid response. This can be found at https://www.etsu.edu/bf/redirects/df/vendors/application.html. It is also seen as follows in this bid.</p> <p>ETSU prefers to pay by direct deposit. Successful proposer will be asked to provide the needed information for direct deposit.</p> <p>ETSU Standard Bid Terms and Conditions as follows.</p>	

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

**SIGNATURE &
DATE:**

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.



East Tennessee State University
Vendor Application
Procurement & Contract Services
P.O. Box 70729
Johnson City, TN 37614-1710

1. Company Name & Bid Address (Info will be verified against IRS records & vendor name)	2. Address to which payments are to be mailed (if same as #1, leave blank)
3. Telephone (toll free)	4. Telephone (other)
5. Fax	6. Name of Contact Person
7. Email Address of Contact Person	8. Company URL
9. Federal Identification Number (FEIN) Note: Company name must match IRS records	10. Social Security Number (if no FEIN)
11. Type of Organization (Check one) <input type="checkbox"/> Individual <input type="checkbox"/> Foreign Individual <input type="checkbox"/> Partnership <input type="checkbox"/> Medical/Health Corp State of Incorporation: Year of Incorporation:	12. Kind of Ownership (Check all that apply): <input type="checkbox"/> Govt. (GO) <input type="checkbox"/> Minority <input type="checkbox"/> Non-Profit (NO) <input type="checkbox"/> Woman (WO) <input type="checkbox"/> Majority (MJ) <input type="checkbox"/> Small (SM) <input type="checkbox"/> Service-Disabled Veteran
13. Minority Ethnicity Code (Check One): <input type="checkbox"/> African American (MA) <input type="checkbox"/> Native American (MN) <input type="checkbox"/> Hispanic American (MH) <input type="checkbox"/> Asian American (MS) <input type="checkbox"/> Other Minority (MO) Specify: _____	14. Preference for reporting purposes: <input type="checkbox"/> Small <input type="checkbox"/> Minority <input type="checkbox"/> Woman-Owned <input checked="" type="checkbox"/> Service-Disabled Veteran
15. Type of Business (Check one): <input type="checkbox"/> Agriculture, Forestry, Fishing <input type="checkbox"/> Construction <input type="checkbox"/> Marketing/Communications/Public Relations <input type="checkbox"/> Architectural/Design/Engineering <input type="checkbox"/> Educational <input type="checkbox"/> Medical/Healthcare <input type="checkbox"/> Manufacturing <input type="checkbox"/> Mining <input type="checkbox"/> Retail Trade <input type="checkbox"/> Finance, Insurance & Real Estate <input type="checkbox"/> Service Industry <input type="checkbox"/> Information Systems/Technology <input type="checkbox"/> Wholesale Trade <input type="checkbox"/> Transportation, Commerce & Utilities	16. Number of Employees <input type="text"/>
	17. Excluded from Federal Procurement or Nonprocurement Programs? Yes — No — https://www.sam.gov/portal/SAM/#1
	18. Annual Gross Sales

19. Commodities: List goods and services for which your company wishes to receive bid opportunities. If additional space is needed please attach a separate sheet to the vendor application.

20. *	
SECTION A – CONTRACTOR IS AN INDIVIDUAL	SECTION B – CONTRACTOR IS A COMPANY (e.g. sole proprietorship, partnership, or corporation)
Is or has the Contractor been a state employee? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES	Does an individual (or an individual's immediate family member), who is or has been a state employee, own controlling interest (more than 4%) in the Contractor company? <input type="checkbox"/> NO (no additional information required) <input type="checkbox"/> YES
Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES	Was such employment within the past six months? <input type="checkbox"/> NO <input type="checkbox"/> YES
<p>21. Certification: By submitting this form, I certify that I am an authorized representative of the above company and that all the information as completed above is true and accurate.</p> <p>_____</p> <p>Name Title Date</p>	

*Conflict of Interest Policy: <https://www.tbr.edu/generalcounsel/policies-and-guidelines>

EAST TENNESSEE STATE UNIVERSITY
STANDARD BID TERMS & CONDITIONS

1. PREPARATION AND SUBMISSION OF BID

- a. Failure to examine any drawings, specifications or instructions will be at the Bidder's risk.
- b. **BID SUBMITAL / SIGNATURE:** Bid should give the full name and business address of the Bidder. If the Bidder is a corporation, the name shall be stated as it is in the corporate charter. Bids must be signed in ink by the Bidder's authorized agent. Unsigned bids will be rejected. Bids are to be sealed and the outside of the envelope is to reference the bid number. The person signing the bid must indicate his title, and if requested by the University, must furnish satisfactory proof of his or her authority to bind his or her company in contract. Bidder understands that by submitting a bid with an authorized signature, it shall constitute an offer to the University. Bids must be typewritten or handwritten in ink; otherwise they may not be considered. Purchase orders will be issued to the firm name appearing on the bid.
- c. If a contract is required by the successful bidder, the ETSU contractual document must be executed. A sample Pro Forma Contract can be found at <https://www.etsu.edu/bf/forms.php>
- d. Bids are to be received in the location designated on the bid no later than the specified date and time. Late bids will NOT be opened or considered.
- e. No erasures are permitted. Errors may be crossed out and corrections printed in ink or typewritten adjacent to error and must be initialed in ink by person signing bid.
- f. Discounts other than "Time" or "Cash" offered should be deducted from the unit price. Discounts of less than 30 days will not be considered in evaluation of bid.
- g. **Specifications:** Reference to available specifications shall be sufficient to make the terms of the specifications binding on the Bidder. The use of the name of a manufacturer, or any special brand or make in describing an item does not restrict the Bidder to that manufacturer or specific article, unless specifically stated. Comparable products of other manufacturers will be considered if proof of compatibility is contained in the bid. Bidders are required to notify the University's Chief Procurement Officer whenever specifications procedures are not perceived to be fair and open. All suggestions or objections shall be made in writing and received by the Chief Procurement Officer at least three (3) working days prior to the bid opening. The articles on which the bids are submitted must be equal or superior to that specified. **Informative and Descriptive Literature:** The Bidder must show brand or trade names of the articles bid, when applicable. It shall be the responsibility of the vendor, including vendors whose product is referenced; to furnish with the bid such specifications, catalog pages, brochures or other data as will provide an adequate basis for determining the quality and functional capabilities of the product offered. Failure to provide this data may be considered valid justification for rejection of bid.
- h. **Samples:** Samples of items when called for, must be furnished free of expense, and if not destroyed upon product evaluation will, upon Bidder's request within ten (10) days of bid opening, be returned at the Bidder's expense. Each sample must be labeled with the Bidder's name, manufacturer's brand name and number, bid number and item reference.
- i. **Time of Performance:** The number of calendar days in which delivery is to be made after receipt of order shall be stated in the bid and may be a factor in making an award, price notwithstanding. If no delivery time is stated in the bid, Bidder agrees that delivery is to be made within two week (10 business days) of order.
- j. **Transportation and delivery charges** should be included in the price and be fully prepaid by the vendor to the destination specified in the bid. Bid prices shall include delivery of all items F.O.B. destination.
- k. **New equipment, materials and supplies** must be delivered unless otherwise specifically called for in the bid. Used, remanufactured, or refurbished are not acceptable.
- l. **Alternate/multiple bids** will not be considered unless specifically called for in the bid.
- m. **Bond requirements.** The University reserves the right to require that the selected vendor post a performance and/or payment bond in such amount as deemed reasonable by the University. Any bond requirement should be included in the bid, itemized separately.
- n. **Only bids submitted on bid forms** furnished by the University will be considered, except that the University reserves the right to consider telephone, faxed or electronically submitted bids for purchases totaling less than \$50,000.
- o. **By signing this bid** where indicated, the Bidder agrees to strictly abide by all state and federal statutes and regulations. The Bidder further certifies that this bid is made without collusion or fraud.
- p. **FAILURE TO BID / ERROR IN BID.** Failure to bid without advising the University that future invitations for bids are desirable may result in removal from University's bidders' list covering this category of items. In case of error in the extension of prices in the bid, the unit price will govern. Late bids will NOT be opened or considered. Bidders are cautioned to verify their bids before submission, as amendments received after the bid deadline will not be considered. No bid shall be altered, amended or withdrawn after opening. After bid opening, a Bidder may withdraw a bid only when there is obvious clerical error such as a misplaced decimal point, or when enforcement of the bid would impose unconscionable hardship due to an error in the bid resulting in a quotation substantially below the other bids received. Bid withdrawals will be considered only upon written request of the Bidder.

2. INSPECTION

All bids will be publicly opened and are subject to public inspection after the award. Bidders may be present at bid opening. All proposers should know and shall be deemed responsible for knowing the facts documented in the institution's procurement files on the day the institution opens the bid files for public inspection for seven (7) calendar days. Any issues raised by bidders after the seven-day period shall not be considered.

3. ACCEPTANCE AND AWARD

The University reserves the right to reject any and all bids and to waive any informality in bids and, unless otherwise specified by the Bidder to accept any item in the bid. Action to reject all bids shall be taken for unreasonably high prices,

errors in the bid documents, cessation of need, unavailability of funds, or any other reason approved by the University / Tennessee Board of Regents, as appropriate.

- a. Contracts and purchases will be made with the lowest, responsible, qualified Bidder. The quality of the articles to be supplied, their conformity with the specifications, their suitability to the requirements of the University, cash discount offered and the delivery terms will be taken into consideration.
- b. Discounts offered for less than net 30 days cannot be considered in the cost evaluation but will be taken when paying invoices.
- c. The University reserves the right to order up to 10% more or less than the quantity listed in the bid.
- d. If a Bidder fails to state a time within which a bid must be accepted, it is understood and agreed that the University shall have sixty (60) days to accept.
- e. A written purchase order mailed or otherwise furnished, to the successful Bidder within the time period specified in the bid results in a binding contract without further action by either party. The contract may not be assigned without written University consent.
- f. If the appropriate space is marked on the bid, other state institutions of higher education may purchase off the contract during the same period as the University.

4. DISCOUNT PERIOD

Time in connection with discount offered will be computed from the date of delivery at destination, or from the date correct invoices are received, whichever is later.

5. DEFAULT OF SELECTED VENDOR

In case of vendor default, the University may procure the articles or services from other sources and hold the defaulting vendor responsible for any resulting cost.

6. INSPECTION OF PURCHASES

Articles received which are not equivalent will not be accepted and will be picked up by the vendor or returned to vendor, shipping charges collect. University shall have a reasonable period in which to inspect and accept or reject materials without liability. If necessity requires University to use nonconforming materials, an appropriate reduction in payment may be made.

7. TAXES

University is tax exempt; do not include taxes in quotation. Vendors making improvements or additions to, or performing repair work on real property for University are liable for any applicable sales or use tax on tangible personal property used in connection with the contract or furnished to vendors by the state for use under the contract.

8. NONDISCRIMINATION

The University and Bidder agree to comply with Titles VI and VII of the Civil Rights Act of 1964, Title IX of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Executive Order 11, 246, the Americans with Disabilities Act of 1990 and the related regulations to each. Each party assures that it will not discriminate against any individual including, but not limited to employees or applicants for employment and/or students, because of race, religion, creed, color, sex, age, disability, veteran status or national origin.

9. PROHIBITIONS / NO VENDOR CONTRACT FORM / TENNESSEE LAW / AUDIT

Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA § 12-4-103. The Bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful Bidder's bid and the University's purchase order. Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the Bidder request exceptions to terms and conditions and/or those proposed by the Bidder vary from the bid and TBR Policies and Guidelines, ETSU may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law. For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

10. PURCHASING POLICIES

This bid request and any award made hereunder are subject to the policies and guidelines of the Tennessee Board of Regents <http://www.tbr.edu/offices/purchasing.aspx?id=3126> and ETSU <https://www.etsu.edu/bf/purchasing.php>.

11. BID PROTEST

Bid protest procedures are available at: <http://www.tbr.edu/policies/default.aspx?id=1044>. See Section VII.

12. PROHIBITION OF HIRING ILLEGAL IMMIGRANTS

By responding to this bid, the Bidder is attesting that the Bidder will not knowingly utilize the services of illegal immigrants and will not knowingly utilize the services of any subcontractor that does so in delivery of the goods / services under this order. If the Bidder is discovered to have breached this attestation, the Bidder shall be prohibited from supplying goods / services to any TBR institution / State for a period of one (1) year from the date of discovery of the breach, Rules of Finance and Administration, 0620.

13. SMOKING ON CAMPUS

ETSU is a Tobacco-Free Campus, where all use of tobacco is restricted to private vehicles.

14. PARKING

All vehicles on ETSU property must comply with the University Parking and Traffic Regulations which can be found at <http://www.etsu.edu/bf/fs/parking/rules.php>. Parking permits can be obtained online.

15. DAMAGES

The successful vendor is responsible for any damages to ETSU property and is also responsible at the vendor's expense for the repair of such damages. This includes damages to landscape areas.

16. SALES AND USE TAX

Before the Contract resulting from this RFQ is signed, the apparent successful Bidder must be registered with the Department of Revenue for the collection of Tennessee sales and use tax. The State shall not approve a contract unless the Bidder provides proof of such registration. The foregoing is a mandatory requirement of an award of a contract pursuant to this solicitation. The Contractor shall comply, and shall require any subcontractor to comply, with all laws and regulations governing the remittance of sales and use taxes on the sale of goods and services made by the Contractor, or the Contractor's subcontractor.

17. SERVICE & SOFTWARE ACCESSIBILITY STANDARDS

All Informational Material and Technology (IMT) developed, purchased, upgraded or renewed by or for the use of the Institution will comply with all applicable TBR policies, Federal and State law and regulations including but not limited to the accessibility guidelines set forth in [Web Content Accessibility Guidelines 2.0 A & AA](#), [EPub3 Accessibility guidelines](#), [Section 508](#) and all other regulations promulgated under Section 504 of the Rehabilitation Act and Title II of The Americans with Disabilities Act as amended. Further:

- a. Compliance means that a person with a disability can acquire the same information, engage in the same interactions, and enjoy the same services as a person without a disability, in an equally effective and integrated manner, with substantially equivalent ease of use.
- b. The Successful Bidder/Proposer warrants that any IMT purchased by, developed, upgraded or renewed for TBR will comply with the aforementioned accessibility guidelines and the contractor/vendor will provide accessibility testing results, written documentation verifying accessibility including the most recent VPAT for the product/service identified in this document.
- c. The Successful Bidder/Proposer will promptly respond to and resolve accessibility issues/complaints, and to indemnify and hold the Institution harmless in the event of claims arising from inaccessibility of the Bidder/Proposer's product(s) or service(s).

18. PROHIBITIONS/NO VENDOR CONTRACT FORM/TENNESSEE LAW/AUDIT.

Acceptance of gifts from vendors is prohibited. TCA §12-3-106. Bidding by state employees is prohibited. TCA §12-4-103. The bidder warrants that no part of the total contract amount shall be paid directly or indirectly to any officer or employee of the State of Tennessee. The contract documents for purchase under this bid request shall consist of the successful bidder's bid and the Institution's purchase order. **Bidders may not require any other written contract terms or conditions, nor may any other terms and conditions be imposed by means of subsequent documents, such as invoices, warranty agreements, license agreements, etc. Should the bidder request exceptions to terms and conditions and/or those proposed by the bidder vary from the bid and Institution policies and guidelines may render the bid unresponsive and subject the bid to rejection. The contract shall be governed by Tennessee law.** For all awards other than for a firm, fixed price, vendor shall maintain books and records for a period of three (3) years from final payment, and these records shall be subject to audit by the State.

19. IRAN DIVESTMENT ACT.

By submission of the Bid, each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief that each Bidder is not on the list created pursuant to §12-12-106.

20. BOYCOTT OF ISRAEL

The Contractor certifies that is not currently engaged in and will not for the duration of the contract engage in, a boycott of Israel as defined by Tenn. Code Ann. § 12-4-127. This provision shall not apply to contracts with a total value of less than two hundred fifty thousand dollars (\$250,000) or to contractors with less than ten (10) employees.