



EAST TENNESSEE STATE UNIVERSITY

East Tennessee State University – Request for Quotation

College of Nursing: Gaumard Simulation Supplies

RFQ No.	26002
Proposal Issue Date	September 25, 2025
Response Date/Time	October 9, 2025/ 2:00 p.m ET

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 26002
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. ET

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. Brand reference if to establish product quality, functionality,. 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.	QTY	UNIT	DESCRIPTION	UNIT PRICE	TOTAL
S2000.PK .L	3	3	SUSIE® S2000 light skin tone adult female advanced simulator package Includes: SUSIE® S2000 light skin tone simulator, Tablet PC preloaded with UNI@3 control software, Nursing Simulated Learning Experiences™ Volume 2 guidebook, preprogrammed SLE library with 10 scenario-based simulations, Gynecologic pack, Breast examination pack, RF communications module, Bluetooth communications module, headset for streaming audio, battery charger, accessories, user guide, one-year limited warranty Options available only at initial time of purchase: Defibrillation-pacing snap, ECG snap option, Care In Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Geriatric face skin appearance accessory, Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile		

			patient monitor, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, External pathologies uteri package, Internal pathologies uteri package, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
S2000.PK .M	3	3	SUSIE® S2000 medium skin tone adult female advanced simulator package Includes: SUSIE® S2000 medium skin tone simulator, Tablet PC preloaded with UNI@3 control software, Nursing Simulated Learning Experiences™ Volume 2 guidebook, preprogrammed SLE library with 10 scenario-based simulations, Gynecologic pack, Breast examination pack, RF communications module, Bluetooth communications module, headset for streaming audio, battery charger, accessories, user guide, one-year limited warranty Options available only at initial time of purchase: Defibrillation-pacing snap, ECG snap option, Care In Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Geriatric face skin appearance accessory, Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, External pathologies uteri package, Internal pathologies uteri package, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
S2000.PK .D	3	3	SUSIE® S2000 dark skin tone adult female advanced simulator package Includes: SUSIE® S2000 dark skin tone simulator, Tablet PC preloaded with UNI@3 control software, Nursing Simulated Learning Experiences™ Volume 2 guidebook, preprogrammed SLE library with 10 scenario-based simulations, Gynecologic pack, Breast examination pack, RF communications module, Bluetooth communications module, headset for streaming audio, battery charger, accessories, user guide, one-year limited warranty Options available only at initial time of purchase: Defibrillation-pacing snap, ECG snap option, Care In Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Geriatric face skin appearance accessory, Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, External pathologies uteri package, Internal pathologies uteri package, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		

30080154 B	9	9	Bedside Virtual Monitor accessory		
GC.PL5.G 5	9	9	GC Plus 5 Year for S3000, S2000, S2101, S2400 or S574.100. Includes parts and labor for covered repairs; plan includes loaner service for repairs (if available); also includes annual PM service at Gaumard facility. Shipping to Gaumard facility is included for repair and PM services. All repairs include head to toe inspection and a supplementary PM service. Additional PM service not required if simulator repaired within 150 days of PM service due date. The standard support of 24 hour email; live Tech Support M-F 8am -5:30pm EST is included. All warranty work is guaranteed for term of the plan coverage. Gaumard will repair or replace product at its sole discretion. Access to continued product knowledge training (at Gaumard, or via webinars) is available for lifetime of plan coverage. Onsite repairs and or training is not covered by this plan, but is available for per occurrence additional fee. Onsite PM service is available for an additional fee per occurrence		
S2200.PK .M	1	1	VICTORIA® S2200 medium skin tone advanced birthing simulator package Includes: VICTORIA® S2200 medium skin tone simulator, Tablet PC preloaded with UNI® control software, Obstetric Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 9 scenario-based simulations, Bedside patient monitor preloaded with Gaumard Vitals (Touchscreen "All-in-one" PC), RF communications module, Bluetooth communications module, Headset for streaming audio, Automatic drug recognition system, Active birthing baby, C-section baby, 4 abdominal covers (Palpation, Contraction, C-Section, Postpartum), Battery chargers, Accessories, User guide, one-year limited warranty Options available only at initial time of purchase: Obstetric Mixed Reality™ integrated system, Real CO2 Exhalation, Care In Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Deep vein thrombosis leg, External pathologies uteri package, Gynecologic Pack 1.0, Internal pathologies uteri package, Non-pregnant abdominal cover, Obstetric Mixed Reality™ system, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		

S2200.23 4.M	1	1	<p>Gynecologic Pack 1.0 accessory for VICTORIA® medium skin tone adult advanced birthing simulator</p> <p>The Kit includes:</p> <ul style="list-style-type: none"> - Non-pregnant abdominal cover - Anteverted uterus - Retroverted uterus - Transparent anteverted uterus for visualization of IUD placement - Five normal cervixes with patent os - Six Non-patent cervixes including one normal parous and five abnormal cervixes - Removable perineum with integral urethra, vagina and rectum - Normal tubal fimbriae and ovaries - Simulated round ligaments and ovarian ligaments 		
S2200.PK .D	1	1	<p>VICTORIA® S2200 dark skin tone advanced birthing simulator package</p> <p>Includes: VICTORIA® S2200 dark skin tone simulator, Tablet PC preloaded with UNI® control software, Obstetric Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 9 scenario-based simulations, Bedside patient monitor preloaded with Gaumard Vitals (Touchscreen "All-in-one" PC), RF communications module, Bluetooth communications module, Headset for streaming audio, Automatic drug recognition system, Active birthing baby, C-section baby, 4 abdominal covers (Palpation, Contraction, C-Section, Postpartum), Battery chargers, Accessories, User guide, one-year limited warranty</p> <p>Options available only at initial time of purchase: Obstetric Mixed Reality™ integrated system, Real CO2 Exhalation, Care In Motion™ Go integrated video-assisted debriefing system</p> <p>Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Deep vein thrombosis leg, External pathologies uteri package, Gynecologic Pack 1.0, Internal pathologies uteri package, Non-pregnant abdominal cover, Obstetric Mixed Reality™ system, Modified Philips defibrillation snap cables, Modified Physio defibrillation snap cables, Modified Zoll defibrillation snap cables, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system</p>		
S2200.23 4.D	1	1	<p>Gynecologic Pack 1.0 accessory for VICTORIA® dark skin tone adult advanced birthing simulator</p> <p>The Kit includes:</p> <ul style="list-style-type: none"> - Non-pregnant abdominal cover - Anteverted uterus - Retroverted uterus - Transparent anteverted uterus for visualization of IUD placement - Five normal cervixes with patent os 		

			<ul style="list-style-type: none"> - Six Non-patent cervices including one normal parous and five abnormal cervices - Removable perineum with integral urethra, vagina and rectum - Normal tubal fimbriae and ovaries - Simulated round ligaments and ovarian ligaments 		
GC.PL5.G 8	2	2	<p>GC Plus 5 Year for VICTORIA® adult advanced birthing simulator.</p> <p>Includes parts and labor for covered repairs; plan includes loaner service for repairs (if available); also includes annual PM service at Gaumard facility. Shipping to Gaumard facility is included for repair and PM services. All repairs include head to toe inspection and a supplementary PM service. Additional PM service not required if simulator repaired within 150 days of PM service due date. The standard support of 24 hour email; live Tech Support M-F 8am -5:30pm EST is included. All warranty work is guaranteed for term of the plan coverage. Gaumard will repair or replace product at its sole discretion. Access to continued product knowledge training (at Gaumard, or via webinars) is available for lifetime of plan coverage. Onsite repairs and or training is not covered by this plan, but is available for per occurrence additional fee. Onsite PM service is available for an additional fee per occurrence</p>		
S2220.PK .M	1	1	<p>Super Tory® S2220 medium skin tone advanced neonatal simulator package</p> <p>Includes: Super Tory® S2220 medium skin tone simulator, Tablet PC preloaded with UNI® control software, Super Tory Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, RF communications module, battery charger, defibrillation site adapter, accessories, carrying case, user guide, one-year limited warranty Options available only at initial time of purchase: Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Philips defibrillation snap cable, Physio defibrillation snap cable, Zoll defibrillation snap cable, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system</p>		
S2220.PK .D	1	1	<p>Super Tory® S2220 dark skin tone advanced neonatal simulator package</p> <p>Includes: Super Tory® S2220 dark skin tone simulator, Tablet PC preloaded with UNI® control software, Super Tory Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, RF communications module, battery charger, defibrillation site adapter, accessories, carrying case, user guide, one-year limited warranty Options available only at initial time of</p>		

			purchase: Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Philips defibrillation snap cable, Physio defibrillation snap cable, Zoll defibrillation snap cable, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
30080154 B	2	2	Bedside Virtual Monitor accessory		
GC.PL5.G 6	2	2	GC Plus 5 Year for S2220 or S3040.100. Includes parts and labor for covered repairs; plan includes loaner service for repairs (if available); also includes annual PM service at Gaumard facility. Shipping to Gaumard facility is included for repair and PM services. All repairs include head to toe inspection and a supplementary PM service. Additional PM service not required if simulator repaired within 150 days of PM service due date. The standard support of 24 hour email; live Tech Support M-F 8am -5:30pm EST is included. All warranty work is guaranteed for term of the plan coverage. Gaumard will repair or replace product at its sole discretion. Access to continued product knowledge training (at Gaumard, or via webinars) is available for lifetime of plan coverage. Onsite repairs and or training is not covered by this plan, but is available for per occurrence additional fee. Onsite PM service is available for an additional fee per occurrence		
S3004.PK .L	1	1	Pediatric HAL® S3004 light skin tone one year old simulator package Includes: Pediatric HAL® S3004 light skin tone simulator, Pediatric Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, Microsoft® Tablet PC preloaded with UNI® control software, RF communications module, Bluetooth communications module, accessories kit, battery charger, soft carrying case, User Guide, One-year standard warranty Options available only at initial time of purchase: Real CO2 Exhalation, Anterior & Posterior Pacing, Defibrillation-Pacing Snap, ECG Snap Option, Wireless streaming voice, Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals mobile patient monitor, Modified Philips Defibrillation Snaps Adapter Cables, Modified Zoll Defibrillation Snaps Adapter Cables, Modified Physio Defibrillation Snaps Adapter Cables, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		

S3004.30 0	1	1	Wireless Streaming Audio option for HAL® One Year Old pediatric simulator. Ordered at the time of initial purchase only		
30080154 B	1	1	Bedside Virtual Monitor accessory		
GC.PL5.G 4	1	1	GC Plus 5 Year for S2210, S3010, S3004, S3005, S554.100 or S3040.50. Includes parts and labor for covered repairs; plan includes loaner service for repairs (if available); also includes annual PM service at Gaumard facility. Shipping to Gaumard facility is included for repair and PM services. All repairs include head to toe inspection and a supplementary PM service. Additional PM service not required if simulator repaired within 150 days of PM service due date. The standard support of 24 hour email; live Tech Support M-F 8am -5:30pm EST is included. All warranty work is guaranteed for term of the plan coverage. Gaumard will repair or replace product at its sole discretion. Access to continued product knowledge training (at Gaumard, or via webinars) is available for lifetime of plan coverage. Onsite repairs and or training is not covered by this plan, but is available for per occurrence additional fee. Onsite PM service is available for an additional fee per occurrence		
S2225.PK .M	1	1	Advanced Pediatric HAL® S2225 medium skin tone five year old simulator package Includes: Advanced Pediatric HAL® S2225 medium skin tone simulator, Tablet PC preloaded with UNI®3 control software, The Pediatric HAL Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, RF communications module, streaming audio headset, battery charger, replacement chest tube and tension pneumo sites, defibrillation site adapters, filling kits, additional accessories, hard rolling transport case, user guide, One-year limited warranty Options available only at initial time of purchase: Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Gaumard Ultrasound™ system, Pediatric emergency ultrasound POCUS Fast scenario module, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
S2225.PK .D	1	1	Advanced Pediatric HAL® S2225 dark skin tone five-year old simulator package Includes: Advanced Pediatric HAL® S2225 dark skin tone simulator, Tablet PC preloaded with UNI®3 control software, The Pediatric HAL Simulated Learning Experiences™ guidebook, preprogrammed SLE library with 10 scenario-based simulations, RF		

			communications module, streaming audio headset, battery charger, replacement chest tube and tension pneumo sites, defibrillation site adapters, filling kits, additional accessories, hard rolling transport case, user guide, One-year limited warranty Options available only at initial time of purchase: Care in Motion™ Go integrated video-assisted debriefing system Accessories available for purchase: Gaumard Vitals™ bedside patient monitor, Gaumard Vitals™ mobile patient monitor, Gaumard Ultrasound™ system, Pediatric emergency ultrasound POCUS Fast scenario module, LungSim™ In-Hospital System, LungSim™ Mobile System, Care in Motion™ Mobile standalone video-assisted debriefing system		
30080154 B	2	2	Bedside Virtual Monitor accessory		
GC.PL5.G 7	2	2	GC Plus 5 Year for S3201, S575.100, S576.100 or S2225. Includes parts and labor for covered repairs; plan includes loaner service for repairs (if available); also includes annual PM service at Gaumard facility. Shipping to Gaumard facility is included for repair and PM services. All repairs include head to toe inspection and a supplementary PM service. Additional PM service not required if simulator repaired within 150 days of PM service due date. The standard support of 24 hour email; live Tech Support M-F 8am -5:30pm EST is included. All warranty work is guaranteed for term of the plan coverage. Gaumard will repair or replace product at its sole discretion. Access to continued product knowledge training (at Gaumard, or via webinars) is available for lifetime of plan coverage. Onsite repairs and or training is not covered by this plan, but is available for per occurrence additional fee. Onsite PM service is available for an additional fee per occurrence		
INST2	1	1	Two day Installation and In-Service for multiple simulators. Region specific		
INST2	1	1	Two day Installation and In-Service for multiple simulators. Region specific		
INST	1	1	One day Installation and In-Service for multiple simulators. Region specific		

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.