EAST TENNESSEE STATE UNIVERSITY

East Tennessee State University –
Request for Quotation

Burgin Dossett Office Renovation

RFQ No.	**27005**
Proposal Issue Date	**November 24, 2026**
Response Date/Time	**December 14, 2026/ 2:00 p.m ET**

Contact:
Mark Leonard – leonardm5@etsu.edu
Procurement & Contract Services
1276 Gilbreath Drive B-16
Johnson City, TN 37614
423-439-4668

EAST TENNESSEE STATE UNIVERSITY
REQUEST FOR QUOTATION

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

Bid No. RFQ 27005
Date: November 24, 2026
Dept: Capital Planning & Facilities

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.

Bids must be received by: December 14, 2026, at 2:00 p.m. ET

Mail Sealed Bids to:
East Tennessee State University
Procurement and Contracts
Attn: Mark Leonard, Senior Purchasing Agent
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. T**he name of the project, contract number, name, address, and contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening.**

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. Only sealed bids submitted in paper will be accepted.

(THIS IS NOT AN ORDER)

Scope of Work – Burgin Dossett 2nd Floor Office Suite Renovation (Summation)

Please review DRAWING SET for complete project details.

The selected contractor shall furnish all labor, materials, equipment, supervision, and services necessary to renovate the indicated suite and conference room at the Burgin Dossett Hall, in accordance with the construction documents and applicable codes.

1. Room 202G - Phase 1

- Phase 1 – Complete extents of work in Room 202G (Future Room 202W) to allow transfer of existing equipment prior to execution of remaining scope

2. Room 201 & 202 Suite – Phase 2

- Complete scope of work as indicated in 01 Partial Demolition Plan and 02 Partial Second Floor Plan
- Scope of work in Phase 2 may run concurrently with Phase 1
- Exclude work in 202A until Phase 1 is complete

3. Room 2027 – Phase 3

- Complete scope of work as indicated in 03 Partial Demolition Plan and 04 Partial Second Floor Plan once Phase 2 is complete

4. Office 202E & Office 201E – Phase 2 (Alt Bid #1)

- Provide alternate bid (Alt Bid #1) for scope indicated, pertaining to both offices. Should Alt Bid #1 be accepted, complete scope of work as indicated in 01 Partial Demolition Plan and 02 Partial Second Floor Plan.

5. Testing & Commissioning

- Perform electrical testing, grounding resistance testing, and system verification
- Correct deficiencies identified during testing at no additional cost

6. Warranty

- Provide a minimum one-year warranty on workmanship
- Provide manufacturer warranties on materials as specified (Acoustical Panel Ceiling Tiles, Solid Core Doors, Hollow Metal Doors Frames, Carpet, LVT, Electrical Fixtures & Devices, Mechanical Equipment & Devices)

7. Coordination & Closeout

- Coordinate work with Owner, Engineer, and other trades
- Maintain a clean job site

- Deliver as-built documentation and warranty information at closeout

8. Limitations of Building Access

- This facility will remain in operation throughout the construction process. Temporary barriers and HVAC system protection will be required to partition off each phase as Work progresses. Close coordination between the Owner's representative and Contractor will be crucial in this process. Room 202I will be completed as a Phase 3 once the primary scope is completed. Contractor shall include all costs associated with this required phasing and resulting extended contract time to achieve completion.

9. Work Hours

- The facility operates Monday from 7:30 am – 4:30 pm. The Contractor is allowed to work when the facility is open, but must understand that reasonable provisions are necessary to barricade work areas from operational areas. The Contractor will be allowed to work extended hours and weekends as desired (with appropriate coordination with the facility). If work is scheduled to begin during the week of December 10, exclude work connected to the corridor due to University functions.
- The work of this project shall not restrict egress in any existing areas, nor shall it reduce the life safety of any building areas or building components.

10. Job Completion

- Job will be completed within 56 days of award of contract
- Liquidated damages of $500/day for any days over 56 days

BID BOND

A bid security in the amount of five percent (5%) of the bid amount must accompany each proposal by a Certified Check, Cashier's Check, or Bid Bond to the East Tennessee State University. The successful Vendor shall furnish approved Performance and Payment Bonds, each in the amount of one hundred percent (100%) of the bid amount. Successful vendors are required to comply with the East Tennessee State University insurance requirements.

All questions concerning this bid must be directed to Mark Leonard at leonardm5@etsu.edu. **Deadline for questions/comments is at 2:00 p.m on December 2, 2026**. An addendum will be posted on the ETSU Purchasing Bids webpage with questions and responses per posted schedule.

Do <u>not</u> contact Capital Planning & Facilities Services directly with questions/comments.

The intent of this Request for Quotation is to solicit qualified contractors to complete renovation of office space in Burgin Dossett in compliance with ETSU design standards, construction documents, and applicable codes.

Invoices documenting completed work should be turned into Capital Planning & Facilities monthly. Payment for work not completed is not allowed. The purchase order number is to be included on all invoices.

NOTE: **Include any required documents in your bid response such as evidence of insurance, proof of TN business license and TN Contractor License, etc. Required documents not included in the bid will cause the bid to be rejected**. **RFQ 27005 office renovation in Burgin Dossett Project in addition to information listed above must be on the outside of the bid response envelope.**

PRE-BID WALK

A pre-bid walk will be held on Tuesday, December 1, 2026, at 10:00 am the Burgin Dossett Hall, located at 1276 Gilbreath Dr, Johnson City, TN. Please reference ETSU Main Campus map on our ETSU website. Also, please search parking permit policy to obtain a guest parking permit.

BID OPENING

All sealed bids must be received by ETSU procurement office by 2:00 p.m. on December 14, 2026, located at ETSU, Dossett Burgin Bldg, Procurement and Contract Services, 1276 Gilbreath Drive, B-16, (Basement) Johnson City, TN 37614.

Late bids will not be accepted. All bid opening attendee will be required to complete a bid opening sign-in sheet. Accepted bids will be opened publicly at 2:00 p.m. in the lobby area of Procurement and Contract services office. Company name and total price will be announced out loud, with full review of bid requirement compliance to follow.

RFQ 27005 Schedule of Events:

The following Schedule of Events represents the Institution's best estimate of the schedule that will be followed. Unless otherwise specified, the time of day for the following events will be between 8:00 a.m. and 4:30 p.m., Eastern Time. All dates are University business days.

RFQ 27005 SCHEDULE OF EVENTS **NOTICE: The University reserves the right, at its sole discretion, to adjust this schedule as it deems necessary. The University will communicate any adjustment to the Schedule of Events to potential bidders.**		
EVENT	**TIME (all times are EST)**	**DATE**
1. University Issues RFQ		**November 24, 2026**
2. Disability Accommodation Request Deadline	**Noon**	**November 27, 2026**
3. Pre-bid Walk Burgin Dossett Hall	**10 a.m**	**December 1, 2026**
4. Written Questions/Comments Deadline from Bidders	**2:00 p.m.**	**December 2, 2026**
5. University Responds to Written Questions/Comments from Bidders	**4:30 p.m.**	**December 4, 2026**
6. Intent to Bid	**2:00 p.m.**	**December 7, 2026**
7. Bid Deadline & Bid Opening	**2:00 p.m.**	**December 14, 2026**
8. University Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		**December 2026**
9. Award of Contract		**December 2026**
10. Contract Effective Date		**Upon Final Execution**

Instruction to the Bidders

1. Written questions regarding this solicitation can be emailed Mark Leonard at leonardm5@etsu.edu. DO NOT CONTACT CAPITAL PLANNING AND FACILITIES SERVICES DIRECTLY WITH QUESTIONS. Any amendments will be issued from the ETSU Procurement office and posted on the ETSU/bids webpage. It is vendors responsibility to check website for updates. **All questions must be submitted by December 2, 2026, at 2:00pm. Any questions submitted after this time will not be accepted. Responses will be provided by ETSU to all bidders by December 4, 2026.** No decisions or changes are binding to the project unless they are received in writing from the ETSU Procurement office.

2. **Bid responses are to be sent or delivered to the Procurement office address in a sealed envelope. RFQ 27005 must appear clearly on the outside of the bid response envelope in addition to information listed in item 22 of Instructions to Bidders.**

   Bid Packet must include:
   1. Signed Cost Sheet
   2. Original Bid Bond (Surety Form acceptable)
   3. Signed Certification of Bidder Regarding Debarment
   4. Signed Worker's Compensation Certification of Coverage

   All physical bids must be submitted in writing or typed on this form. Bidders shall be responsible for actual delivery of bids during business hours at the University by the closing date referenced herein. ETSU business hours are Monday – Friday, 8:00 a.m. to 4:30 p.m. EST. Any bids which are late will not be considered and will remain unopened. **Bids are due December 14, 2026, by 2pm EST.**

3. **All Bidders must have proper business and TN Contractor license prior to submitting bid and include proof of license in bid response.**

4. Any conditions which the Bidder wishes to stipulate other than shown herein must be so stated in writing and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.

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

6. ETSU is a Tobacco-Free Campus, where all use of tobacco is restricted to private vehicles. The policy can be found at https://www.etsu.edu/tobaccofree/policy.php.

7. Drug Free Workplace Requirements: Private employers with five or more employees desiring to contract for construction services attest that they have a drug free workplace program in effect in accordance with TCA 50-9-112.

8. All vehicles on ETSU property must comply with the University Parking and Traffic Regulations which can be found at http://www.etsu.edu/fa/fs/parking.

9. Bidder must provide and maintain a commercial general liability policy. The policy shall provide coverage which includes, but is not limited to, bodily injury, personal injury, death, property damage and medical claims, with minimum limits of $1,000,000 per occurrence, $3,000,000 in the aggregate. The Bidder shall maintain workers' compensation coverage, or a self-insured program as required under Tennessee law, with Employer's Liability Limits of $100,000. **The Bidder shall include a certificate of insurance with bid response.** If any policy providing insurance required by the contract is cancelled prior to the policy expiration date, the Bidder, upon receiving a notice of cancellation, shall give immediate notice to the Institution. The enumeration in the contract or in this document of the kinds and amounts of liability insurance shall not abridge, diminish or affect the contractor's legal responsibilities for the consequences of accidents arising out of or resulting from the services of the successful bidder under this contract.

   If the Bidder does not have required insurance limits at the time of submission, the Bidder must still submit a valid and current insurance certificate. However, successful Bidder must submit certificate with the required limits prior to ETSU awarding the bid.

10. ETSU's terms are Net 30. ETSU does not make prepayments or deposits for services not rendered. Payment is made by direct deposit. The successful bidder will be required to set up direct deposit with the University.

11. Non-Discrimination. The parties 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, American 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. The parties also agree to take affirmative action to ensure that applicants are employed and that employees are treated during their employment without regard to their race, religion creed, color, sex, age, disability, veteran status or national origin. Such demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection available to employees and applicants for employment.

12. Liability. The Contractor, being an independent contractor and not an employee of East Tennessee State University, agrees to hold harmless the University from any and all liability not specifically provided for in this contract.

13. Termination for Convenience. The Institution may terminate this Contract without cause for any reason. Termination under for convenience shall not be deemed a Breach of Contract by the Institution. The Institution shall give the Contractor at least sixty (60) days written notice before the effective termination date. The Contractor shall be entitled to receive compensation for satisfactory, authorized service completed as of the termination date. However, in no event shall the Institution be liable to the Contractor for compensation for any service that has not been rendered. Upon such termination, the Contractor shall have no right to any actual general, special, incidental, consequential, or any other damages whatsoever of any description or amount.

14. Termination for Cause. If the Contractor fails to perform its obligations under this Contract in a timely or proper manner, or if the Contractor violates any term of this Contract, the Institution shall have the right to immediately terminate the Contract and withhold payments in excess of fair compensation for completed services; provided, however, Institution shall have the option to give Contractor written notice and a specified period of time in which to cure. Notwithstanding the above, the Contractor shall not be relieved of liability to the Institution for damages sustained by virtue of any breach of this Contract by the Contractor.

15. Subcontracting. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the Institution. If the Institution approves such subcontracts, they shall contain, at a minimum, sections of this Contract pertaining to "Conflicts of Interest" and "Nondiscrimination". Notwithstanding any use of approved subcontractors, the Contractor shall be the prime contractor and shall be responsible for all work performed. Billing and payment will be to the Contractor submitting the bid.

16. Conflicts of Interest. The Contractor hereby agrees, warrants, and assures that no person shall be excluded from participation in, be denied benefits of, or be otherwise subjected to discrimination in the performance of this Contract or in the employment practices of the Contractor on the grounds of disability, age, race, color, religion, sex, veteran status, national origin, or any other classification protected by Federal, or State constitutional or statutory law. Upon request, the Contractor shall show proof of such nondiscrimination and shall post in conspicuous places, available to all employees and applicants, notices of nondiscrimination.

17. 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 University / State institution for a period of one (1) year from the date of discovery of the breach, Rules of Finance and Administration, 0620.

18. 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.

19. 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. 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.
d. 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.
e. If agreeable to the awarded vendor, other state institutions of higher education may purchase off the contract during the same period as the University.

20. Iran Divestment Act. The requirements of Tenn. Code Ann. § 12-12-101 et.seq., addressing contracting with persons with investment activities in Iran, shall be a material provision of this Contract. The Contractor agrees, under penalty of perjury, that to the best of its knowledge and belief that it is not on the list created pursuant to Tenn. Code Ann. § 12-12-106.

21. 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.

22. In accordance with T.C.A. 62-6-119 all contractor license information, including electrical, plumbing, and HVAC must be listed on the outside of the bid envelope for projects of $25,000 or more. All masonry contractor information must be included for masonry portions of a project exceeding $100,000. In order to comply, list **the name of the project, contract number, name, address, and contractor's license number of the Bidder, expiration date of the Contractor's license, the classification applying to this bid, and date and time of opening.** All contractor information must be included for any of the above types of contractors. If this information is not listed, the bid will be deemed non-responsive.

23. In case of default by the bidder or contractor, East Tennessee State University may procure the articles or services from other sources and hold the bidder or contractor responsible for any excess cost occasioned thereby.

24. Non-Collusion:

A. Neither the said vendor nor any of its officers, partners, owners, agents, representatives, employees or parties interest, including this affiant, has in any way colluded, conspired, connived or agreed, directly or indirectly, with any other responder, firm, or person to submit a collusive or sham offer in connection with the award or agreement for which the attached offer has been submitted or to refrain from making an offer in connection with such award or agreement ,or collusion or communication or conference with any other firm, or, to fix any overhead, profit, or cost element of the offer price or the offer price of any other firm, or to secure through any

collusion, conspiracy, connivance, or unlawful agreement any advantage against East Tennessee State University or any person interested in the proposed award or agreement.

B. The price or prices quoted in the attached offer are fair, proper and not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the firm or any of its agents, representatives, owners, employees, or parties in interest, including this affiant.

Worker's Compensation

Certificate of Coverage

This Contract requires construction contractors and subcontractors to obtain and maintain worker's compensation insurance while performing work on this project.

Evidence of coverage must be provided prior the commencement of Work.

This form must be completed and returned to the organization contracting the Work.

The undersigned organization stipulates that it:

A. Has worker's compensation insurance and is in compliance with the Tennessee Workers' Compensation Act.

_____Yes _____No

Insurance Company: _____

Policy Expiration Date: _____

B. Is self-insured for worker's compensation.

_____Yes _____No

Title of Bid: _____

Signed By: _____

Print Name: _____

Firm Name: _____

Date: _____

Debarment Certification

Certification of Bidder Regarding Debarment

This is to certify that this person/firm/corporation has not been barred from bidding on contracts by any agency of the State of Tennessee, nor is this person/firm/corporation a part of any firm/corporation that has been barred from bidding on contracts by any agency of the State of Tennessee.

_____
Name of Official

_____
Title

_____
Firm or Corporation

_____
Date

RFQ 27005 RESPONSE SHEET

Have you included the following in your bid response?

- Proof of Liability Insurance ___
- Proof of Business and Contractor License ___
- RFQ Number and Contractor License #, etc. on outside of bid response envelope ___
- Attached vendor application completed ___
- Signed Cost Sheet ___
- Original Bid Bond (Surety Form acceptable) ___
- Signed Certification of Bidder Regarding Debarment ___
- Signed Worker's Compensation Certification of Coverage ___

1. Proposal was arrived at independently without collusion, consultation, communication, or agreement as to any matter relating to such prices with any other proposers or with any competitor, except permitted subcontractors and proposer team members.

   Yes _____ No _____

2. This Proposal complies with all the terms and conditions, requirements and specifications of the RFQ, all Attachments, all Amendments and Addenda thereto.

   Yes _____ No _____

   If No, Explain in detail in an attachment to this response.

3. Addendum(s) received (if applicable):
   a. Addendum 1 ___ c. Addendum 3 ___
   b. Addendum 2 ___ d. Addendum 4 ___

Supplier Name: _____

Official Business Address: _____

Authorized Signature: _____

Name, Printed or Typed: _____

Title: _____ Date: _____

Telephone No.: _____

Email Address: _____

(Note: Bid must have an original signature or will be rejected.)
East Tennessee State University is an EEO/AA/Title IX/Section 504/ADA employer

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) ☐ Individual ☐ Foreign Individual ☐ Partnership ☐ Medical/Health Corp State of Incorporation: Year of Incorporation:	12. Kind of Ownership (Check all that apply): ☐Govt. (GO) ☐Minority ☐Non-Profit (NO) ☐Woman (WO) ☐Majority (MJ) ☐Small (SM) ☐Service-Disabled Veteran
13. Minority Ethnicity Code (Check One): □ African American (MA) □ Native American (MN) □ Hispanic American (MH) □ Asian American (MS) □ Other Minority (MO) Specify: _____	14. Preference for reporting purposes: □ Small □ Minority □ Woman-Owned □ Service-Disabled Veteran
15. Type of Business (Check one): □ Agriculture, Forestry, Fishing □ Construction □ Marketing/Communications/Public Relations □ Architectural/Design/Engineering □ Educational □ Medical/Healthcare □ Manufacturing □ Mining □ Retail Trade	16. Number of Employees 17. Excluded from Federal Procurement or Nonprocurement Programs? Yes No https://www.sam.gov/portal/SAM/#1

□ Finance, Insurance & Real Estate □ Service Industry □ Information Systems/Technology □ Wholesale Trade □ Transportation, Commerce & Utilities	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? ☐ NO (no additional information required) ☐ 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? ☐ NO (no additional information required) ☐ YES
Was such employment within the past six months? ☐ NO ☐ YES	Was such employment within the past six months? ☐ NO ☐ YES
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. _____ Name Title Date	

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 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 ETSU https://www.etsu.edu/bf/purchasing.php.

11. BID PROTEST
    Bid protest procedures are available at https://www.etsu.edu/bf/procurement/purchasing/documents/protestprocedure_07_2018.docx.

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 State institution 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 ETSU 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 ETSU 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.

RFQ 27005 office renovation in Burgin Dossett Project

BID COST SHEET

Total Cost: _____

(Numerical Amount)

Total Cost: _____

(Written Dollar Amount)

_____

Signature

_____

Printed Name

_____

Title

_____

Date