



EAST TENNESSEE STATE UNIVERSITY

East Tennessee State University – Request for Quotation

Facilities Management: Biomedical Waste Disposal Services

RFQ No.	6892
Proposal Issue Date	October 28, 2024
Response Date/Time	December 3, 2024 at 2PM EST

Contact:

Dr. Katherine Zink- littlekm@etsu.edu
Procurement & Contract Services
PO Box 70729
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
PO Box 70729
1276 Gilbreath Drive
Johnson City, TN 37614

Bid No.: R F Q 6 8 9 2
Date: October 28, 2024
Dept: Facilities

Bid subject to the Standard Bid Terms & Conditions available at https://www.etsu.edu/bf/procurement/purchasing/vendor_information.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: Date/Time: December 3, 2024 by 2:00 PM EST

ATTN: Dr. Katherine Zink, Director of Procurement and Contract Services

Phone: 423-439-6890

Email: littlekm@etsu.edu

Mailing Address: PO Box 70729, Johnson City, TN 37614

Shipping Address: 325 Treasure Lane, Johnson City, TN 37614

Unless otherwise requested, quote on each item separately. Provide unit prices. If unable to furnish items as specified, submit sample and/or complete descriptive specifications of substitute offered as equal or better. 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, deposits or COD not allowed. Progress payments may apply if approved by Facilities Management. Bid pricing remains in effect for 120 days. Bid Protest – Procedures for protesting bid results are found at:

https://www.etsu.edu/bf/procurement/purchasing/vendor_information.php.

Quotation must be typewritten and is to be a sealed bid – no electronic submissions by email, fax, etc. will be accepted.

RFQ 6892 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 6892 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		October 28, 2024
2. Disability Accommodation Request Deadline	Noon	November 11, 2024
3. Written Questions/Comments Deadline from Bidders	2:00 p.m.	November 22, 2024
4. University Responds to Written Questions/Comments from Bidders	4:30 p.m.	November 26, 2024
5. Intent to Propose (via email response)	2:00 p.m.	November 26, 2024
6. Bid Submission Deadline & Proposals Opening	2:00 p.m.	December 3, 2024
7. University Issues Intent to Award Letter and Opens RFQ Files for Public Inspection		December 9, 2024
8. Award of Contract		December 16, 2024
9. Contract Effective Date		Upon Final Execution Estimated January 1, 2025

Scope/Purpose of Bid:

The purpose of this invitation to bid is for the establishment of an agreement for biomedical waste disposal services for East Tennessee State University (ETSU). The term of the resulting purchase orders will be from January 1, 2025 through December 31, 2030.

All questions concerning this bid must be directed to Katherine Zink at littlekm@etsu.edu. Deadline of questions/comments is November 22 at 2:00pm. Reply to questions will be sent to all bidders as an addendum by email from Katherine Zink, littlekm@etsu.edu by November 26 at 4:30pm. Do not contact Facilities Management directly with questions/comments.

The intent of this Request for Quotation is to establish a contract from January 1, 2025 through December 31, 2030 to provide biomedical waste disposal services for the following locations: ETSU, Nave Center, James H. Quillen College of Medicine, ETSU Family Medicine, ETSU Family Practice, ETSU Family Physicians, Mountain City Health Center, Allendale, Hancock County Clinics, Johnson City Downtown Day Center, Specialty Health Clinic, Downtown Center (DTC), and Johnson City Community Health Center – with the addition of other locations a possibility. The resulting contract from this agreement may be diminished to lower than five years at the discretion of Facilities Management at the time of the contract’s execution but ultimately will not exceed a five-year term.

A purchase order(s) will be issued to the successful bidder. Monthly progress payments are allowed for work completed. Invoices documenting work should be turned into Facilities bi-weekly accordingly. Payment for work not completed is not allowed. The purchase order number is to be included on all invoices.

Either party may terminate the agreement at any time by giving the other party a sixty (60) day written notice prior to the effective termination date.

NOTE: Include any required documents in your bid response such as evidence of insurance, proof of TN business license, etc. Required documents not included in the bid will cause the bid to be rejected. RFQ 6892 must be written on the outside of the bid response envelope.

RFQ 6892: Biomedical Waste Disposal Services

Instruction to the Bidders

1. Written questions regarding this quotation can be emailed to Katherine Zink at littlekm@etsu.edu. DO NOT CONTACT FACILITIES MANAGEMENT DIRECTLY WITH QUESTIONS. Any amendments will be issued in writing from the ETSU Procurement office. **All questions must be submitted by November 22 at 2:00pm. Any questions submitted after this time will not be accepted. Responses will be provided by ETSU to all bidders by November 26 at 4:30pm.** 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 6892 must appear clearly on the outside of the bid response envelope.**

All bids must be submitted in writing or type on the following 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.

3. **All Bidders must have proper business license prior to submitting bid and include proof of license in bid response. A contractor's license is not required for this bid.**
4. Any conditions which the Bidder wishes to stipulate other than shown herein must be so stated in the bid and attached hereto. No deviation in terms and conditions will be allowed unless accepted by the University.
5. On the following Specifications Form required for submission, Vendor is to indicate on each item in the specifications whether they will meet that particular specification by indicating "Y" (Yes) or "N" (No) on the line next to each item. Failure to do so may nullify the bid response. **Vendor is to use this form and the following pricing chart as their submission for their bid.** Failure to comply with any specification or requirement may result in rejection of bid response.
6. All bids must be submitted in clear writing or type on these forms. Bid responses are to be sent or delivered to the Procurement office address in a sealed envelope. The outside of the bid package must indicate RFQ 6892, Attn: Dr. Katherine Zink. Bidders are responsible for actual delivery of bids during business hours at the University by bid closing date as referenced herein. ETSU business hours are Monday through Friday, 8:00am to 4:30pm. Late bids will not be considered. **Bids are due December 3, 2024 at 2:00pm EST.**

Information for the Bidders

7. 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.
8. 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>.
9. 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>.
10. 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.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.
16. 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.
17. 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.
18. 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 / TBR institution for a period of one (1) year from the date of discovery of the breach, Rules of Finance and Administration, 0620.
19. 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.

20. 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.

21. 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.

22. 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.

SPECIFICATIONS	Yes or No
<p>Vendor must indicate on each item in the specifications below whether they will meet that particular specification by indicating “Y” (Yes) or “N” (No) in the “Yes or No” column. Not responding to the checklist may be cause for a bid to be rejected. If the response is No, explain why.</p>	
<p>1. Contractor to provide collection, transportation, and incineration of biomedical waste from various locations for the times specified.</p>	
<p>2. Contractor shall collect and remove from ETSU premises all biomedical waste generated by various university departments, divisions and activities including, but not limited to, the following. Other locations may be added if necessary.</p>	
<p>a. East Tennessee State University Nicks Hall Brown Hall (tentative) Hutcheson Hall Lamb Hall (bimonthly) BucSports (quarterly) Johnson City, TN 37614 Various buildings once per month on a date to be established.</p>	
<p>h. Nave Center 1000 Jason Witten Way Elizabethton, TN 37643 Collection when requested.</p>	
<p>c. James H. Quillen College of Medicine Building 119, Building 178, Building 6 Mountain Home, TN 37684 Various buildings once per week on a date to be established.</p>	
<p>d. ETSU Family Medicine 917 W. Walnut Street Johnson City, TN 37604 Collection once per week.</p>	
<p>e. ETSU FamilyMedicine 102 E. Ravine Rd. Kingsport, TN 37660 Collection once per week.</p>	
<p>f. ETSU Family Medicine 208 Medical Park Drive Bristol, TN 37620 Collection once per week.</p>	
<p>g. Johnson City Community Health Center 2151 Century Lane Johnson City, TN 37604 Collection biweekly.</p>	
<p>h. Clinical Education Bldg 1 325 State of Franklin Johnson City, TN 37604 Collection upon telephone notification.</p>	

<p>i. Mountain City Health Clinic 1901 South Shady Street Mountain City, TN 37683 Collection quarterly.</p>	
<p>j. ETSU Kingsport Allendale 1501 University Blvd Kingsport, TN 37660 Collection biennial.</p>	
<p>k. JC Downtown Day Center 202 W Fairview Ave Johnson City, TN 37604 Collection bimonthly.</p>	
<p>l. ETSU Hancock Co. Clinics Sneedville, TN 37869 391 Court Street – Collection quarterly 2700 Main Street – Collection as needed</p>	
<p>m. ETSU Specialty Clinic 2 Professional Park, Ste 21 Johnson City, TN 37604 Collection quarterly.</p>	
<p>n. Downtown Day Center (DTC) 101 E Market St Johnson City, TN 37604 Collection monthly.</p>	
<p>3. Contractor to provide all necessary equipment to perform such services. Equipment shall comply with all applicable federal, state, county, and municipal laws, regulations, guidelines and permits, and will indemnify and hold ETSU harmless from any loss or damage that may occur as a result of the negligent action or inaction of the contractor, its employees or agents.</p>	
<p>4. Provide appropriate bio-hazardous packaging materials, i.e., boxes and liners. As a minimum, contractor shall provide 32-gallon plastic containers with lids and liners, 5-gallon pails with lids suitable for sharps, and 4.5 cu. ft. (or appropriate size) boxes with liners. All packaging materials to be properly labeled for infectious waste collection and disposal. Prices for materials are to be quoted.</p>	
<p>5. Contractor will provide 24 x 24 biohazard bags as requested. Price for the bags is to be quoted.</p>	
<p>6. Contractor will provide the University with a certificate of destruction for each waste shipment.</p>	
<p>7. Contractor to provide monthly invoice for payment. Invoices should be sent to listed billing contact for identified locations.</p>	

8. ETSU reserves the right, if necessary, to expand same services to other ETSU facilities at the same rates and costs.	
9. Contractor personnel will conform to all rules and regulations established by the University for the vehicle parking, loading and personnel behavior.	
10. All notices given by the Contractor shall be in writing and shall be sent to the University and VA designee at the service and mailing locations set forth, via certified mail.	
11. Contractor collection vehicle is to be equipped with spillage tank to reduce the possibility of accidental contamination.	
12. The University name shall not be placed on any packages designated for incineration, only an account identification or similar designation.	
DAMAGE TO UNIVERSITY OR OTHER AFFILIATED PROPERTY	
13. The Contractor shall be responsible for the repair or replacement cost of any damage to property caused by the use, misuse, or negligence of the Contractor or agents.	
INSURANCE	
14. Contractor shall maintain liability insurance covering any loss or damage that may arise out of the negligent action or inaction of the Contractor in providing services pursuant to award of this contract in an amount not less than \$5,000,000 per occurrence. The Contractor shall provide a certificate of insurance evidencing such coverage and will provide the University designee at least ten (10) days advance notice of any changes in coverage.	
OTHER	
15. It shall be the sole responsibility of each bidder to visit the site and to become familiar with the scope of work/service to be performed. An appointment to visit the site must be coordinated with Richie Wyckoff, Manager, Environmental Health and Safety, 423-439-6029.	

EAST TENNESSEE STATE UNIVERSITY
 RFQ 6892
 MULTI-YEAR INVITATION TO BID
 BIOMEDICAL WASTE DISPOSAL SERVICES

PRICE

PROVIDE PRICING FOR THE FOLLOWING:

STOP CHARGE \$

DISPOSAL RATES \$

4.5 cu. Ft. containers with liners \$

32 gal. plastic containers with lids and liners \$

Other: \$

\$

\$

\$

\$

\$

\$

\$

Supplies: \$

4.5 cu. Ft. container \$

Liners for above - show qty/box \$

2.0 cu ft. container \$

Liners for above - show qty/box \$

5 gallon pails with lids suitable for sharps \$

Sealing tape - show ft/roll \$

24 x 24 biohazard bgs - show qty/box \$

-	Other:	
		\$ _
		\$
		\$
		\$

Minimum Terms: Net 30 Days

Please Provide Cash/Time Discounts, if any: _____

(Print Name of Firm)

(Address)

(City, State, Zip) (Phone/Fax/Email)

(Authorized Signature) (Printed Name) (Date)

FAILURE TO SIGN WILL RESULT IN REJECTION

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
www.etsu.edu/procurement

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 <input type="checkbox"/> Disabled-Owned
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
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.	
<hr/> <div style="display: flex; justify-content: space-between;"> Name Title Date </div>	

*Conflict of Interest Policy: <https://www.etsu.edu/bf/procurement/purchasing/purchasers/policies.php>

East Tennessee State University does not discriminate against students, employees, or applicants for admission or employment on the basis of race, color, religion, creed, national origin, sex, sexual orientation, gender identity/expression, disability, age, status as a protected veteran, genetic information, or any other legally protected class with respect to all employment, programs and activities sponsored by ETSU.