



INVITATION TO BID

CITY OF JOHNSON CITY, TENNESSEE

PURCHASING DEPARTMENT

423/975-2715

WWW.JOHNSONCITYTN.ORG/PURCHASING

Bid Name / Number DUTY WEAPONS-PURCHASE/TRADE / #6751
Due Day / Date / Time Tuesday / February 20, 2024 / 10:00 AM
Bid Location / Mail Address Johnson City Purchasing Department, Debbie Dillon-Director,
209 Water Street, Johnson City, TN 37601
Bid Contact / Telephone Sgt Donna Tallmadge; 423.434.6136;dtallmadge@johnsoncitytn.org or purchasing@johnsoncitytn.org
Bid Issue Date January 31, 2024
Delivery/pickup Location JC Police, 601 E Main Street, Johnson City, TN
FOB Destination, freight prepaid and allowed - Johnson City, TN
Payment Terms Net 30

Bidder is responsible for completing the remaining portion of this bid document.

Description

Duty weapons for purchase, trade and/or Officer buy-back including confiscated weapons trade per attached documents that are an integral part of this bid.

Buyer MUST be a licensed weapon dealer with license number indicated: _____.
Include a copy of license. Vendor must be Glock Authorized Law Enforcement Distributor.

The City reserves the right to choose the best offer in any combination.

SOLICITATIONS WILL BE OPENED PUBLICLY IN-PERSON AND VIA A VIRTUAL CONFERENCE SIMULTANEOUSLY.

Join Virtual Zoom Bid Opening: [ITB# 6751 - DUTY WEAPONS PURCHASE/TRADE VIRTUAL BID OPENING](#); Meeting ID: 897 2175 7502; Passcode: 550274. *If you do not have access to a webcam, or you have no audio with your system, you may call this number to join: (646) 518-9805.* Any issues accessing the zoom web meeting please call 423.975.2715 for direct assistance.

Bidder's Reminder: • Bid to be signed by authorized company representative; • Verify prices, and total as correct

ADDENDA ACKNOWLEDGEMENT: _____, _____, _____, _____, _____

By signing this document, the undersigned hereby agrees to the prices and all other terms and conditions, including the attached Sealed Solicitation General Terms & Conditions and the City's Requirements for Bids, Requests for Proposals, and Contracts Between the City of Johnson City and Other Parties and the Requirements of the Iran Divestment Act and Non-Boycott of Israel Act (Sealed Solicitations General Terms & Conditions #19 & #22) contained in this bid and associated documents relating to this bid and will furnish items as specified if this bid is accepted. By submission of this 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 complies pursuant to T.C.A. § 12-12-106 & T.C.A. § 12-4-119.

SUBMITTAL INSTRUCTIONS:

Submit electronically per link below if allowable or place signed bid response in a sealed envelope plainly identified on the outside with vendor name and bid name and number. Vendor responsible for delivery to Johnson City Purchasing Dept., Debbie Dillon- Director, 209 Water Street, Johnson City, TN 37601 on or before the bid opening date and time.

Firm Name _____

By _____

PRINTED & SIGNED

Address _____

Telephone _____

E-Mail _____

ELECTRONIC RESPONSES: [CLICK HERE](#)

THIS SHEET MUST BE SIGNED AND RETURNED WITH BID SUBMITTAL TO BE CONSIDERED VALID

ITB# 6751 Duty Weapons Trade/Purchase

PURCHASES:				
ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL
1.	200 ea.	Glock Model 45 Gen5 MOS – 9x19mm; with three 17-round magazines	\$ _____ \$ _____	\$ _____ \$ _____
2.	170 ea.	Safariland Glock 45 Duty Holsters – Must be compatible with large enclosed emitters and Streamlight TLR-1HL; black, plain finish Right Hand # 7360RDS-28325-411	\$ _____ \$ _____	\$ _____ \$ _____
3.	15 ea.	Left Hand # 7360RDS-28325-412		
4.	45 ea.	Safariland Glock 45 Concealment Holsters – Must be compatible with large enclosed emitters and Streamlight TLR-1HL; black, plain finish Right Hand # 7378RDS-28325-411	\$ _____ \$ _____	\$ _____ \$ _____
5.	5 ea.	Left Hand # 7378RDS-28325-412		
6.	28 ea.	Safariland Glock 45 Tactical Holsters with Quick Locking System Kit – Must be compatible with large enclosed emitters and Streamlight TLR-1HL; black, plain finish Right Hand # 7304RDS-28325-411	\$ _____ \$ _____	\$ _____ \$ _____
7.	2 ea.	Left Hand # 7304RDS-28325-412		
8.	200 ea.	Glock 45 MOS Direct Cut Mount Optic – Model # HE509T-GR X2 – AG BOTF/NTR Sights	\$ _____	\$ _____
9.	30 ea.	Streamlight TLR-1 HL Gun Light	\$ _____	\$ _____
10.	180 ea.	Zero9 Traditional 9/40 Double Mag Case Model # Z9-4027-BLK-MLK	\$ _____	\$ _____
TRADE-INS:				
ITEM	QTY	DESCRIPTION	UNIT COST	TOTAL
11.	150 ea.	Duty weapon Trade-in Consideration (items #1-150) 45 caliber full-size Generation 4 Glock 21 pistols with night sights and three magazines (per attached). Condition good to excellent: \$ _____ Officer buy-back option: \$ _____		
12.	11 ea.	Duty weapon Trade-in Consideration (item# 151-161) 45 caliber compact Generation 4 Glock 30 pistols with night sights and three magazines (per attached). Condition good to excellent: \$ _____ Officer buy-back option: \$ _____		

13.	18 ea.	Duty weaponTrade-in Consideration (Items #1-18) 45 caliber full-size Sig Sauer Tacops 1911 with night sights and five magazines (per attached). Condition good to excellent: \$ _____ Officer buy-back option: \$ _____		
14.	Total	148 Confiscated weapons trade-in consideration per attached list. \$ _____		
		TRADE-IN TOTAL: \$ _____		

NOTE: All duty weapon's to be traded-in are in-service at this time, in good to excellent condition with ages as listed on attached sheets.

Note: Trade-in weapons must be retained by the City until the new weapon's are issued to the Officers for their transition training. Anticipated June 2024.

NOTE: No substitutions on specified purchase weapons.

All trade-ins sold 'as is.' Contact Sgt. Donna Tallmadge for more information or to inspect a representative or confiscated weapon. Duty weapons are in use by the Department.

The City of Johnson City reserves the right to choose any of the above options pursuant to the City's best interest.

COMPLETE AND RETURN WITH BID PACKAGE

item#	Weapon	Serial Number	From our records we believe these are the delivery months to us.
1	Glock 21 Gen 4	BBLW746	Delivery June 2016
2	Glock 21 Gen 4	BBXC367	Delivery June 2016
3	Glock 21 Gen 4	BCDH727	Delivery June 2016
4	Glock 21 Gen 4	BCDH728	Delivery June 2016
5	Glock 21 Gen 4	BCDH729	Delivery June 2016
6	Glock 21 Gen 4	BCDH730	Delivery June 2016
7	Glock 21 Gen 4	BCDH731	Delivery June 2016
8	Glock 21 Gen 4	BCDH732	Delivery June 2016
9	Glock 21 Gen 4	BCDH734	Delivery June 2016
10	Glock 21 Gen 4	BCDH735	Delivery June 2016
11	Glock 21 Gen 4	BCDH736	Delivery June 2016
12	Glock 21 Gen 4	BCDH737	Delivery June 2016
13	Glock 21 Gen 4	BCDH738	Delivery June 2016
14	Glock 21 Gen 4	BCDH739	Delivery June 2016
15	Glock 21 Gen 4	BCDH740	Delivery June 2016
16	Glock 21 Gen 4	BCDH741	Delivery June 2016
17	Glock 21 Gen 4	BCDH742	Delivery June 2016
18	Glock 21 Gen 4	BCDH744	Delivery June 2016
19	Glock 21 Gen 4	BCDH745	Delivery June 2016
20	Glock 21 Gen 4	BCDH746	Delivery June 2016

21	Glock 21 Gen 4	BCDH747	Delivery June 2016
22	Glock 21 Gen 4	BCDH748	Delivery June 2016
23	Glock 21 Gen 4	BCDH749	Delivery June 2016
24	Glock 21 Gen 4	BCDH750	Delivery June 2016
25	Glock 21 Gen 4	BCDH751	Delivery June 2016
26	Glock 21 Gen 4	BCDH752	Delivery June 2016
27	Glock 21 Gen 4	BCDH753	Delivery June 2016
28	Glock 21 Gen 4	BCDH754	Delivery June 2016
29	Glock 21 Gen 4	BCDH755	Delivery June 2016
30	Glock 21 Gen 4	BCDH756	Delivery June 2016
31	Glock 21 Gen 4	BCDH757	Delivery June 2016
32	Glock 21 Gen 4	BCDH758	Delivery June 2016
33	Glock 21 Gen 4	BCDH759	Delivery June 2016
34	Glock 21 Gen 4	BCDH761	Delivery June 2016
35	Glock 21 Gen 4	BCDH762	Delivery June 2016
36	Glock 21 Gen 4	BCDH763	Delivery June 2016
37	Glock 21 Gen 4	BCDH764	Delivery June 2016
38	Glock 21 Gen 4	BCDH765	Delivery June 2016
39	Glock 21 Gen 4	BCDH766	Delivery June 2016
40	Glock 21 Gen 4	BCDH767	Delivery June 2016
41	Glock 21 Gen 4	BCDH768	Delivery June 2016
42	Glock 21 Gen 4	BCDH770	Delivery June 2016

43	Glock 21 Gen 4	BCDH771	Delivery June 2016
44	Glock 21 Gen 4	BCDH772	Delivery June 2016
45	Glock 21 Gen 4	BCDH773	Delivery June 2016
46	Glock 21 Gen 4	BCDH774	Delivery June 2016
47	Glock 21 Gen 4	BCDH775	Delivery June 2016
48	Glock 21 Gen 4	BCDH776	Delivery June 2016
49	Glock 21 Gen 4	BCDH777	Delivery June 2016
50	Glock 21 Gen 4	BCDH778	Delivery June 2016
51	Glock 21 Gen 4	BCDH779	Delivery June 2016
52	Glock 21 Gen 4	BCDH780	Delivery June 2016
53	Glock 21 Gen 4	BCDH781	Delivery June 2016
54	Glock 21 Gen 4	BCDH782	Delivery June 2016
55	Glock 21 Gen 4	BCDH783	Delivery June 2016
56	Glock 21 Gen 4	BCDH785	Delivery June 2016
57	Glock 21 Gen 4	BCDH787	Delivery June 2016
58	Glock 21 Gen 4	BCDH788	Delivery June 2016
59	Glock 21 Gen 4	BCDH790	Delivery June 2016
60	Glock 21 Gen 4	BCDH791	Delivery June 2016
61	Glock 21 Gen 4	BCDH792	Delivery June 2016
62	Glock 21 Gen 4	BCDH793	Delivery June 2016
63	Glock 21 Gen 4	BCDH794	Delivery June 2016
64	Glock 21 Gen 4	BCDH795	Delivery June 2016

65	Glock 21 Gen 4	BCDH796	Delivery June 2016
66	Glock 21 Gen 4	BCDH797	Delivery June 2016
67	Glock 21 Gen 4	BCDH799	Delivery June 2016
68	Glock 21 Gen 4	BCDH800	Delivery June 2016
69	Glock 21 Gen 4	BCDH801	Delivery June 2016
70	Glock 21 Gen 4	BCDH802	Delivery June 2016
71	Glock 21 Gen 4	BCDH804	Delivery June 2016
72	Glock 21 Gen 4	BCDH806	Delivery June 2016
73	Glock 21 Gen 4	BCDH810	Delivery June 2016
74	Glock 21 Gen 4	BCDH811	Delivery June 2016
75	Glock 21 Gen 4	BCDH812	Delivery June 2016
76	Glock 21 Gen 4	BCDH813	Delivery June 2016
77	Glock 21 Gen 4	BCDH814	Delivery June 2016
78	Glock 21 Gen 4	BCDH815	Delivery June 2016
79	Glock 21 Gen 4	BCDH816	Delivery June 2016
80	Glock 21 Gen 4	BCDH818	Delivery June 2016
81	Glock 21 Gen 4	BCDH820	Delivery June 2016
82	Glock 21 Gen 4	BCDH823	Delivery June 2016
83	Glock 21 Gen 4	BCDH825	Delivery June 2016
84	Glock 21 Gen 4	BCDH826	Delivery June 2016
85	Glock 21 Gen 4	BCDH827	Delivery June 2016
86	Glock 21 Gen 4	BCDH828	Delivery June 2016

87	Glock 21 Gen 4	BCDH830 - grip and frame scratched	Delivery June 2016
88	Glock 21 Gen 4	BCDH831	Delivery June 2016
89	Glock 21 Gen 4	BCDH832	Delivery June 2016
90	Glock 21 Gen 4	BCDH833	Delivery June 2016
91	Glock 21 Gen 4	BCDH834	Delivery June 2016
92	Glock 21 Gen 4	BCDH835	Delivery June 2016
93	Glock 21 Gen 4	BCDH836	Delivery June 2016
94	Glock 21 Gen 4	BCDH837	Delivery June 2016
95	Glock 21 Gen 4	BCDH838	Delivery June 2016
96	Glock 21 Gen 4	BCDH839	Delivery June 2016
97	Glock 21 Gen 4	BCDH840	Delivery June 2016
98	Glock 21 Gen 4	BCDH841	Delivery June 2016
99	Glock 21 Gen 4	BCDH842	Delivery June 2016
100	Glock 21 Gen 4	BCDH843	Delivery June 2016
101	Glock 21 Gen 4	BCDH844	Delivery June 2016
102	Glock 21 Gen 4	BCDH845	Delivery June 2016
103	Glock 21 Gen 4	BCDH846	Delivery June 2016
104	Glock 21 Gen 4	BCDH847	Delivery June 2016
105	Glock 21 Gen 4	BCDH849	Delivery June 2016
106	Glock 21 Gen 4	BCDH850	Delivery June 2016
107	Glock 21 Gen 4	BCDH853	Delivery June 2016
108	Glock 21 Gen 4	BCDH854	Delivery June 2016

109	Glock 21 Gen 4	BCDH855	Delivery June 2016
110	Glock 21 Gen 4	BCDH856	Delivery June 2016
111	Glock 21 Gen 4	BCDH857	Delivery June 2016
112	Glock 21 Gen 4	BCDH858	Delivery June 2016
113	Glock 21 Gen 4	BCDH859	Delivery June 2016
114	Glock 21 Gen 4	BCDH860	Delivery June 2016
115	Glock 21 Gen 4	BCDH861	Delivery June 2016
116	Glock 21 Gen 4	BCDH862	Delivery June 2016
117	Glock 21 Gen 4	BCDH863	Delivery June 2016
118	Glock 21 Gen 4	BCDH864	Delivery June 2016
119	Glock 21 Gen 4	BCDH865	Delivery June 2016
120	Glock 21 Gen 4	BCDH866	Delivery June 2016
121	Glock 21 Gen 4	BCDH867	Delivery June 2016
122	Glock 21 Gen 4	BFCU726	Delivery June 2016
123	Glock 21 Gen 4	BFCU727	Delivery June 2016
124	Glock 21 Gen 4	BFWU977	Deliver January 2019
125	Glock 21 Gen 4	BGGU649	Deliver January 2019
126	Glock 21 Gen 4	BGGU682	Deliver January 2019
127	Glock 21 Gen 4	BGGU683	Deliver January 2019
128	Glock 21 Gen 4	BGGU695	Deliver January 2019
129	Glock 21 Gen 4	BGGU699	Deliver January 2019
130	Glock 21 Gen 4	BGGU801	Deliver January 2019

ITB# 6751 - DUTY WEAPON'S TRADE.

131	Glock 21 Gen 4	BGGV150	Deliver January 2019
132	Glock 21 Gen 4	BGGV151	Deliver January 2019
133	Glock 21 Gen 4	BGGV152	Deliver January 2019
134	Glock 21 Gen 4	BGGV510	Deliver January 2019
135	Glock 21 Gen 4	BGGV511	Deliver January 2019
136	Glock 21 Gen 4	BGGV524	Deliver January 2019
137	Glock 21 Gen 4	BGGV525	Deliver January 2019
138	Glock 21 Gen 4	BGGV526	Deliver January 2019
139	Glock 21 Gen 4	BGGV527	Deliver January 2019
140	Glock 21 Gen 4	BGGV528	Deliver January 2019
141	Glock 21 Gen 4	BGGV529	Deliver January 2019
142	Glock 21 Gen 4	BGGV530	Deliver January 2019
143	Glock 21 Gen 4	BGGV531	Deliver January 2019
144	Glock 21 Gen 4	BGGV532	Deliver January 2019
145	Glock 21 Gen 4	BGGV535	Deliver January 2019
146	Glock 21 Gen 4	BHUN382	Deliver January 2019
147	Glock 21 Gen 4	BHUN383	Deliver January 2019
148	Glock 21 Gen 4	BHXF031	Deliver January 2019
149	Glock 21 Gen 4	BHXF033	Deliver January 2019
150	Glock 21 Gen 4	BHXF035	Deliver January 2019

151	Glock 30 Gen 4	BBUN991	Delivery June 2016
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ITB# 6751 - DUTY WEAPON'S TRADE.

152	Glock 30 Gen 4	BBUN995	Delivery June 2016
153	Glock 30 Gen 4	BGBY446	Deliver January 2019
154	Glock 30 Gen 4	BGBY464	Deliver January 2019
155	Glock 30 Gen 4	BGBY465	Deliver January 2019
156	Glock 30 Gen 4	BGBY466	Deliver January 2019
157	Glock 30 Gen 4	BGBY467	Deliver January 2019
158	Glock 30 Gen 4	BGKV915	Deliver January 2019
159	Glock 30 Gen 4	BGKV916	Deliver January 2019
160	Glock 30 Gen 4	BHUU378	Deliver January 2019
161	Glock 30 Gen 4	BHUU379	Deliver January 2019

ITB# 6751 - SWAT DUTY WEAPONS TRADE

	Weapon	Serial Number	From our records we believe this is the correct delivery month
1	Sig Sauer 1911	54A066375	Delivery April 2014
2	Sig Sauer 1911	54A066376	Delivery April 2014
3	Sig Sauer 1911	54B006445	Delivery April 2014
4	Sig Sauer 1911	54B006446	Delivery April 2014
5	Sig Sauer 1911	54B006824	Delivery April 2014
6	Sig Sauer 1911	54B006825	Delivery April 2014
7	Sig Sauer 1911	54B006826	Delivery April 2014
8	Sig Sauer 1911	54B006827	Delivery April 2014
9	Sig Sauer 1911	54B006833	Delivery April 2014
10	Sig Sauer 1911	54B006834	Delivery April 2014
11	Sig Sauer 1911	54B006836	Delivery April 2014
12	Sig Sauer 1911	54B006837	Delivery April 2014
13	Sig Sauer 1911	54B006846	Delivery April 2014
14	Sig Sauer 1911	54B006847	Delivery April 2014
15	Sig Sauer 1911	54B008291	Delivery April 2014
16	Sig Sauer 1911	54B008314	Delivery April 2014
17	Sig Sauer 1911	54B008324	Delivery April 2014
18	Sig Sauer 1911	54B013823	Delivery April 2014

ITB# 6751 - CONFISCATED WEAPONS TRADE

	Tag #	Gun Information	Serial Number	Condition
1	2470	Unknown rifle M44 we believe it is a Mosin Nagant 7.62 X 54 with bayonet, also has number 4A6036 on it	CHA6036	fair
2	2629	Harrington & Richardson Topper M48 16ga shotgun, lot of rust	4750	good
3	2777	Walther P22 pistol .22LR, 1 magazine	L328257	good
4	3314	Davis Industries D38 .38 SPL derringer type, release pin loose	D020088	good
5	3371	Taurus PT22 .22LR, 1 magazine	Z049205	good
6	3466	Winchester Mod 50 20ga shotgun	146421	good
7	3467	Remington Woodmaster Mod 740 .30-06 SPRG, no magazine, Weaver Scope	152413	good
8	3468	Marlin Mod 60 .22 rifle micro groove barrel	15486099	good
9	3469	Remington Mod 700 .22-250 bolt action rifle	A6392851	very good
10	3470	Remington Speedmaster Mod 552 .22 SL/LR	no serial found	very good
11	3471	Browning Bar Caliber .270 only, semi auto rifle	137PN07045	good
12	3472	Smith & Wesson DA .45, US Army Mod 1917 revolver	50958 or 14250	good
13	3475	American Tactical Produced by German Sport Gun .22LR HV cal rifle, 1 magazine Made in Germany for Kalashn	A481201	good
14	3476	Magnum Research Inc. Mountain Eagle 22 .22LR pistol, 1 magazine, M6-92-21022, Adco top mount scope	M6 92 21022	good
15	3523	Jennings Firearms by Bryco Arms Mod. 25 .25 auto pistol, no magazine	240393	fair
16	3540	Hi Point Mod. C9 9mm pistol, 1 magazine	P049884	fair
17	3542	Sig Sauer P229 .40 S&W pistol, 1 magazine, needs cleaned	AKU09014	good
18	3582	Bryco Arms Jennings Nine 9mm pistol, 1 magazine	1486043	good
19	3583	Rossi 12 ga shotgun 3 inch shells, lot of rust on barrel	B50060	fair
20	3584	Made in Brazil by CBC Mod. SB 410ga shotgun, some rust	C1521181 or 1521181	fair

ITB# 6751 - CONFISCATED WEAPONS TRADE

21	3585	CVA Wolf 50 cal. Black Powder Only, Deerfield Scope	no serial found	good
22	3652	Smith & Wesson M&P Bodyguard 380, 1 magazine, Crimson Trace laser	KDJ6081	very good
23	3653	Springfield Armory XD-9 9mm, 1 magazine	US942284	good
24	3679	Taurus Millennium G2 PT111 9mm pistol, 1 magazine	T1Z36835	very good
25	3683	Hi Point Mod JHP.45 pistol, 1 magazine, gun looks like it has over spray paint on it, written on at crime lab	455900 or X455900	poor
26	3693	Glock 23 .40 pistol, 1 magazine	KPA872	good
27	3698	Colt Conversion Unit slide, Essex Arms frame .22LR, 1 magazine	13132	good
28	3775	AMT .380 or 9mm Kurz Back Up pistol, 1 magazine	A76690	fair
29	3776	Unknown make possible an Alfa .32 revolver, Made in Spain	40317	fair
30	3777	SCCY CPX-2 9mm pistol, 1 magazine	490444	very good
31	3778	Smith & Wesson .38 S&W revolver CTG	64855	fair
32	3810	Phoenix Arms Mod. HP22A .22LR pistol	4282360	very good
33	3811	Ruger SR9c 9mm pistol, 1 magazine	332 84394	very good
34	3812	Mossberg 715T .22 LR rifle, 1 magazine	EPH4207218	very good
35	3820	Glock 21 .45 pistol, 1 magazine	CUN956	very good
36	3859	Springfield Armory 1911-A1 .45 pistol, 1 magazine	N566708	very good
37	3865	S&W Airweight .38 S&W SPL+P revolver	CUM3802	good
38	3882	Hi Point C9 9mm pistol, 1 magazine	P1953111	good
39	3899	Taurus .38 SPL+P revolver	KR51282	fair
40	3910	Mossberg .702 Plinkster .22 rifle, Simmons Scope, no magazine	EOF4104150	good
41	3913	Mossberg Maverick Mod. 88 12ga shotgun	MV48709T	good
42	3915	Hi Point C9 pistol, 1 magazine	P1489476	very good

ITB# 6751 - CONFISCATED WEAPONS TRADE

43	3916		Glock 22 .40 pistol, 1 magazine, TruGlo laser	NAW048	good
44	3917		DPMS Panther Arms A-15 rifle, 1 magazine	F173827	good
45	3930		Ruger 10-22 .22LR rifle, no magazine	0003 75995	good
46	3931		Harrington & Richardson Pardner Pump 20ga shotgun, lot of rust	NZ744489	good
47	3949		Taurus PT25 .25 pistol, 1 magazine	14621Z	very good
48	3958		Diamondback Firearms DB380 .380 pistol, 1 magazine	ZG9352	good
49	3964		Beretta 950B Cal. 6.35 pistol, 1 magazine	B58671	very good
50	3995		Taurus .38 SPL+P revolver	JP63905	very good
51	4000		Jennings Firearms by Bryco Arms Mod. Bryco 59' 9mm, 1 magazine	937726	good
52	4005		Taurus .38 SPC Ultra Lite revolver	AV73147	good
53	4006		Hi Point C9 9mm pistol, 1 magazine	P140607	fair
54	4013		Taurus .38 SPC revolver	LD52295	good
55	4020		Ruger SR40c .40 S&W cal pistol, 1 magazine	34371728	good
56	4021		Raven Arms MP25 .25 pistol, 1 magazine	1803458	very good
57	4025		Ruger Blackhawk .41 magnum revolver	46 98697	excellent
58	4039		Astra A-100 9mm pistol, 1 magazine	7338C	good
59	4040		Anderson Manufacturing AM-15 .223/5.56 rifle, 1 magazine	04580F14	very good
60	4043		SCCY CPX-2 9mm pistol, 1 magazine	579579	very good
61	4045		Taurus .357 Magnum revolver	XF98384	good
62	4055		Raven Arms MP-25 .25 pistol, 1 magazine	817675	fair
63	4074		ARMS Company .22 LR revolver	041611	poor
64	4084		Glock 23 .40 pistol, 1 magazine	VZP872	very good

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65	4098		Raven Arms MP25 .25 pistol, 1 magazine	1560567	good
66	4104		SCCY CPX2 9mm pistol, 1 magazine	105010	fair
67	4109		Taurus 66 .357 magnum revolver	LN399482	very good
68	4112		Colt Detective Special .38 SPC revolver	948603	fair
69	4113		Smith & Wesson SD9 VE 9mm pistol, 1 magazine	FZW1928	good
70	4143		Phoenix Arms HP25A .25 ACP pistol, 1 magazine, in box	4432753	fair
71	4151		FI Industries Mod. D .380 pistol, no magazine	CPA010929	fair
72	4159		Smith & Wesson SD40 VE .40 S&W pistol, 1 magazine	HEB8360	very good
73	4160		RB Industries Fraser .25 pistol, 1 magazine	001696	good
74	4173		Eibar .25 cal pistol, 1 magazine, cracked grip and screw missing, Made in Spain	65399	poor
75	4178		Taurus G2c Mod. PT111 G2A 9mm pistol, 1 magazine	TL094704	very good
76	4179		Glock 19 Gen 4 9mm pistol, 1 magazine, it's been painted	ACBS052	good
77	4185		Raven Arms MP25 .25 pistol, 1 magazine	1276698	very good
78	4188		Phoenix Arms HP25A .25ACP pistol, 1 magazine	4409327	fair
79	4189		Kimber Onyx Ultra II Special Edition .45 pistol, 1 magazine	KXU1146	excellent
80	4194		North American Arms .22LR revolver	G59503	good
81	4198		Taurus 709 Slim 9mm pistol, 1 magazine	TJS35178	good
82	4209		Ruger LCP .380 pistol, 1 magazine, someone sanded the finish off the slide	371678259	good
83	4218		Phoenix Arms HP22A .22LR pistol, 1 magazine	4514147	poor
84	4219		Phoenix Arms HP25A .25 ACP pistol, 1 magazine	4298477	very good
85	4222		RG RG23 .22LR revolver	T737352	good
86	4227		Smith & Wesson .38 S&W Special CTG revolver	87884	good

87	4234		S&W SD40 VE .40 pistol, 1 magazine	FBK0075	very good
88	4236		Rohm RG14 .22LR revolver	38555	fair
89	4238		Hi Point Mod C9 9mm pistol, 1 magazine	P1616419	good
90	4242		Armi Tanfoglio Giuseppe Mod. GT27 .25 ACP pistol	MT183740	poor
91	4244		Ruger LC9S 9mm pistol, 1 magazine	32719543	very good
92	4247		Armscor 200 .38 SPL revolver	A771724	good
93	4248		Taurus PT 738 .380 ACP pistol, 1 magazine, in box	1D092004	excellent
94	4254		Bryco Arms Byco 38' .380 pistol, 1 magazine	1214964	good
95	4268		Titan .25 pistol, 1 magazine	A06756	fair
96	4274		Springfield XD9 9mm pistol, 1 magazine, slide has been sanded	US944912	fair
97	4281		Gecado .32 S&W Long revolver, Made in Germany	19759	good
98	4282		Sterling Arms.22 LR stainless pistol, 1 magazine, grips worn	E37535	fair
99	4288		Taurus Ultra Lite .22 magnum revolver	E082365	good
100	4289		Lorcin Mod. L9 9mm pistol, 1 magazine, spray painted black	L087860	fair
101	4299		Hi Point JCP .40 S&W pistol, 1 magazine	X7170110	good
102	4300		Kel Tec P3AT .380, 1 magazine	H3M50	poor
103	4305		Taurus .357 Magnum revolver	L062360	excellent
104	4306		Taurus PT911 9mm pistol, 1 magazine	TQG01961	good
105	4307		Ruger LCP .380 pistol, 1 magazine	372108448	very good
106	4315		Lorcin L25 .25 pistol, 1 magazine	081405	fair
107	4317		Taurus .357 Magnum revolver, some rust, number 66 is on the frame	73431	good
108	4320		Glock 22 Gen 4 .40 cal pistol, 1 magazine	PRD538	good

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109	4321		Smith & Wesson Bodyguard 380 .380 pistol, 1 magazine, Insight Laser	KBC1345	good
110	4326		Taurus Millennium G2 PT140 .40 pistol, 1 magazine, someone has painted the frame camo green	SJX80229	poor
111	4334		Revelation Mod.350A 12 ga shotgun	no serial found	good
112	4335		Ruger LCP .380 pistol, 1 magazine	375 53335	good
113	4355		Guardian .25 cal pistol, 1 magazine	G64227	poor
114	4359		Hi Point C9 9mm pistol, 1 magazine, serial scratched on but it's still legible	P1808964	good
115	4362		Phoenix Arms HP22A .22LR pistol, 1 magazine	4479350	fair
116	4367		Amadeo Rossi M68 .38 SPC revolver, rusted	AA245043	fair
117	4369		Ruger 9E 9mm pistol, 1 magazine	337 43920	excellent
118	4384		Smith & Wesson SD9VE 9mm pistol, 1 magazine	FYF7809	good
119	4385		Phoenix Arms HP22A .22LR pistol, 1 magazine	4545400	good
120	4396		Smith & Wesson Mod. 649 .38 SPC revolver, CTC Crimson Trace laser	ANF2470	very good
121	4397		Taurus G2c Mod. PT111G2A 9mm pistol, 1 magazine, in box	TMT20595	excellent
122	4402		Ruger LCP .380 pistol, 1 magazine	371291784	very good
123	4404		Keltec P3AT .380 auto pistol, 1 magazine	HJR03	good
124	4410		Ruger Security 9 9mm pistol, 1 magazine	381 11278	very good
125	4411		Rock Island Armory M1911-AICS, ground front sight, 1 magazine	RIA1491850	good
126	4412		Ruger SR1911, 1 magazine	671-56954	good
127	4414		Palmetto State Armory SNEK-15 rifle, multi cal, 1 magazine	NS0S005987	good
128	4420	2	Grid Defense G 15 rifle multi cal, 1 magazine	G180727	very good
129	4420	11	Diamondback Firearms DB-15 multi cal rifle, 1 magazine	DB 1824955	good
130	4420	12	Anderson Manufacturing AM 15 rifle, multi cal, 1 magazine	19121066	good

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131	4420	17	Mossberg New Haven 12 gauge shotgun, 28 " modified choke	G974988	fair
132	4420	20	Glock 19 Gen 5 9mm pistol, 1 magazine	BKKC743	good
133	4420	21	Sig Sauer P365 9mm, 1 magazine	66A775186	good
134	4420	22	Colt M1991 A1 Series 80 pistol, 2 magazines, in box	2721076	good
135	4420	23	Smith & Wesson .38 special revolver, Mod. 36	552558	good
136	4420	24	HWM .38 Special / .357 revolver	1742092	very good
137	4420	26	Sig Sauer P226 9mm pistol, 1 magazine	47C034749	good
138	4420	30	Harrington & Richardson Sportsman 999 .22LR revolver	AU105243	fair
139	4420	32	FN Herstal Five-Seven 5.7 x 28 cal, 1 magazine	386332021	good
140	4420	33	The Gentleman black powder revolver, says 254 of 1000, has the number A4189 on it	no serial number	fair
141	4420	34	Colt Delta Elite Colt Government Model 10mm pistol, 2 magazines, in box	DS32207	good
142	4420	35	Tavor SAR 5.56 NATO rifle, 1 magazine	T0038496	good
143	4420	36	Tavor SAR 5.56 rifle, 1 magazine	T9002114	good
144	4420	37	Smith & Wesson .556 rifle, 1 magazine	ST37174	good
145	4420	39	Ncrinco 7.62 x 39 SKS rifle, Made in China by Ncrinco, 1 magazine, has tri pod	2200221	fair
146	4420	40	Hi Point Mod. 995 9mm rifle, no magazine	F03209	good
147	4420	43	Century Arms C39V2 7.62 x 39 rifle , 1 magazine	C39V2A20655	very good
148	4420	44	Century Arms 7.62 x 39 rifle, 1 magazine	C39V2A57089	good
149	4420	46	Riley Defense 7.62 x 39 rifle, 1 magazine	B04279	good
150	4420	48	Taurus Ultra Lite 38 special revolver	MS84792	good
151	4425		Glock 21 Gen 4 .45 pistol, 1 magazine	BEXK581	very good
152	4427		S&W SD40VE .40 pistol, 1 magazine	HFY3700	good

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153	4428		Sig Sauer P320 9mm pistol, 1 magazine	58B264974	good
154	4429		Glock 22.40 pistol, 1 magazine	EVD098	good
155	4431		Ruger LCP .380 pistol, 1 magazine	371459131	very good
156	4452		FIE Corp. Titan .25 pistol, 1 magazine	A89734	fair
157	4454		Smith & Wesson M&P Bodyguard 380 .380 pistol, 1 magazine	KDS5640	very good
158	4457		Raven Arms MP-25 .25auto pistol, 1 magazine	1143954	good
159	4459		Israel Military Industries Desert Eagle .41/.44 magnum pistol, 1 magazine	44592	good
160	4478		Taurus G2c PT111G2A 9mm pistol, 1 magazine	TMR26502	very good
161	4483		Rohm Mod. 30 .32Long revolver	11599	fair
162	4484		Davis Industries .32 auto derringer type Mod. may be a D-32	257065	fair
163	4492		High Standard Manf. Corp. Sentinel R108 .22 revolver	1793658	fair
164	4498		Remington Arms 870 12 ga shotgun	RF58682A	very good
165	4499		JC Higgins Mod 101, think it's a .410 bolt action shotgun	no serial found	good
166	4508		Ruger SR22 .22LR pistol, 1 magazine	36431792	good
167	4509		Ruger LCP .380 pistol, 1 magazine	372075385	excellent
168	4510		Diamondback DB9 9mm pistol, 1 magazine	YE8682	very good
169	4513		Smith & Wesson Bodyguard .380, Insight laser, 1 magazine	EAR1675	good
170	4514		Rohm GMBH Mod. 66 .22LR revolver	IB 141405	fair
171	4515		Winchester Mod. 94 30-30 win rifle	3977437	fair
172	4518		Browning Arms Co. BDA-380 cal. 9 short .380 auto pistol, 1 magazine	NV03050	good
173	4526		Taurus PT111 Pro Millennium 9mm pistol, 1 magazine	TB089725	fair
174	4536		CD Defense PAK-9 9 mm pistol, no magazine, Made in Romania	RONVMB71812857	good

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175	4539		Diamondback DB380 .380 pistol, 1 magazine	ZA7790	very good
176	4551		Smith & Wesson .38 SPC CTG revolver	879760	fair
177	4554		Black Powder Flint Lock Rifle	no serial found	fair
178	4555		Unknown Make 1937 No. 9151 bolt action rifle, maybe a Mosin Nagant, has the number 127195 on the bolt	no serial found	fair
179	4580		Keltec P11 9mm pistol, 1 magazine, slide rusted and sanded	46543	poor
180	4582		Glock 43X 9mm pistol, 1 magazine	BRSG518	very good
181	4589		Ruger EC9s 9mm pistol, 1 magazine	455 40711	very good
182	4602		Taurus Slim PT 709 9mm pistol, no magazine	TFS34579	good
183	4609		Taurus Millennium Titanium PT111 9mm pistol, 1 magazine	TVH43095	good
184	4610		Phoenix Arms HP22A .22LR pistol, 1 magazine	4321830	good
185	4612		Kimber 1911 Stainless LW .45 pistol, 1 magazine	K737311	excellent
186	4626		Hi Point CF380 .380ACP pistol, 1 magazine	P8021212	fair
187	4637		Lorcin L380 .380 pistol, no magazine	463350	poor
188	4649		Ruger LCP .380 pistol, 1 magazine, Viridian laser	371 850124	very good
189	4650		Ruger LC9s .380 pistol, 1 magazine	327 83294	very good
190	4654		Glock 42 .380 pistol, 1 magazine, TR5 laser	AFEE424	good
191	4660		Taurus G2c PT111G2A 9mm pistol, 1 magazine	ACA482980	very good
192	4661		Smith & Wesson SW40V .40S&W pistol, 1 magazine	PAV8480	very good
193	4662		Ruger LCR .38 SPL+P revolver	542 34144	very good
194	4663		Mossberg 500A 12 ga-28 accu choke pump shotgun, some rust	L661631	good
195	4664		S&W Bodyguard 380 .380 pistol, 1 magazine, Insight laser	EAJ0191	very good
196	4675		North American Arms .22magnum revolver	E233227	very good

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197	4676		Harrington & Richardson Pardner Pump 12ga shotgun	NZ762539	fair
198	4678		Glock 22 .40 pistol, 1 magazine	EHC599	very good
199	4696		Glock 43X 9mm pistol, 1 magazine	BRUS036	good
200	4704		FN Herstal FiveSeven 5.7 X 28, 2 magazines, in case	386340778	excellent
201	4705		FN FNS-9 9mm, 3 magazines, in case	GKU0152006	excellent
202	4708		Ruger LCR .22LR revolver, LaseiMax laser	548 33132	excellent
203	4712		Rohm RG10 .22 short revolver	972382	fair
204	4715		Phoenix Arms HP22A .22LR pistol, 1 magazine	4548073	good
205	4727		Taurus .38 Special revolver	896461	good
206	4730		Glock 43 9mm pistol, 1 magazine	BCZN964	very good
207	4741		Taurus Millennium PT111 G2 9mm pistol, 1 magazine, rear sight broken	TKM49511	fair
208	4747		Kimber Micro 9 9mm, 2 magazine, in box	PB0134371	very good
209	4753		Marlin Mod 15YN micro groove barrel, .22SL/LR bolt action rifle, Nikka Stirling Scope	99404518	good
210	4754		Omni Multi Caliber rifle, 1 magazine	AR29767	good
211	4759		Ruger 22/45 MKIII .22LR pistol, 1 magazine	270 80587	good
212	4760		Sig Sauer P365 9mm pistol, 1 magazine	66B481680	very good
213	4771		Taurus PT111 Pro Millennium 9mm pistol, 1 magazine	TAR06112	good
214	4796		Mossberg Mod 835 12ga pump shotgun, not for use with slugs, has rust	UM241534	fair
215	4803		Bersa BP9cc 9mm pistol, 1 magazine, in box	D26719	very good
216	4806		Ruger LCP .380 pistol, 1 magazine, slide has been sanded	372 437447	fair
217	4807		Ruger LCP .380 pistol, 1 magazine, Viridian laser	371 881899	good
218	4808		Taurus G2S 9mm pistol, 1 magazine	ACH131746	good

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219	4815		Remington RP45 .45 pistol, 1 magazine	RP028148H	good
220	4828		SCCY CPX-2 9mm pistol, 1 magazine	084451	good
221	4829		Bryco Arms Jennings J-22 .22LR pistol, 1 magazine	1070585	fair
222	4838		Hi Point CF380 .380 ACP, 1 magazine	P8021482	good
223	4857		Taurus Ultra Lite .380 UL revolver	KU23945	very good
224	4858		IWI-Israel .22LR HV UZI pistol, 1 magazine, in box	W1019192	excellent
225	4859		Ruger SR40 .40 pistol, 1 magazine	342 50451	good
226	4860		Smith & Wesson M&P 380 Shield EZ .380 auto pistol, gold accents, 1 magazine	REU4789	very good
227	4861		Springfield SA Hellcat, 2 magazines, in box, Product of Croatia	BA328669	very good
228	4883		Briklee Sem CA Made in China 7.62 x 39mm rifle, SKA with bayonet, 1 magazine	1612964	good
229	4888		Kimber Master Carry Pro .45ACP pistol, 1 magazine, with laser	KR249643	very good
230	4896		Sig Sauer P226 9mm pistol, 1 magazine	U147289	poor
231	4897		Heritage Rough Rider .22LR revolver	1BH316817	good
232	4959		Springfield Armory XD 9mm pistol, 1 magazine, Made in Croatia	US831031	good
233	4970		Colt MK IV Govt Mod. Series 70 .45 pistol, 1 magazine, scratched up	59405B70	good
234	4992		Hi Standard R 101 Sentinel .22 revolver	857920	fair
235	4993		FN FNX-9 9mm pistol, 1 magazine	FX1U018461	good
236	5011		CAI Georgia VT Romarm/Cugir Micra Draco 7.62 x 39mm pistol, 1 magazine, Made in Romania	PMD 08011 18 RO	good
237	5012		Smith & Wesson Combat Magnum Revolver .44 magnum magazine release button cover gone	DKM3915	very good
238	5018		Stoeger STR9 9mm pistol, 1 magazine	T6429 19R00635	good
239	5040		Hi Point CF380 .380ACP pistol, 1 magazine	P8116089	fair
240	5041		Keltec P3AT .380 pistol, 1 magazine	LGA62	fair

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241	5092		Glock 19 9mm pistol, 1 magazine	BVHM598	good
242	5104		Taurus G2c Mod. PT111 G2A 9mm pistol, 1 magazine	1C095547	very good
243	5105		Glock 30S .45 cal pistol, 1 magazine	BXHV594	very good
244	5125		Ruger SR9c 9mm pistol, 1 magazine	334 46922	very good
245	5133		Smith & Wesson Air Weight .38 SPL CTG revolver, Mod. 12	448717	fair
246	5174		Sig Sauer P365 9mm pistol, 1 magazine	66B644535	very good
247	5275		Smith & Wesson Bodyguard 380 .380 pistol, 1 magazine, Crimson Trace Laser Sight	KJJ1072	excellent
248	5294		Ruger SR9c 9mm pistol, 1 magazine	334 44207	good



**SEALED SOLICITATION
GENERAL TERMS AND CONDITIONS**

Read Carefully – if applicable or unless specifically noted otherwise in the solicitation documents

1. ACCEPTANCE, REJECTION AND POSTPONEMENT

Issuance of a bid/rfp/rfq does not commit the City to make an award. The City reserves the right to postpone or reject any or all bids/rfps/rfqs, to waive informalities and to accept the bid/rfp/rfq judged to be in the best interest of the City. Any document superfluously provided and not requested in the solicitation document may not be considered.

2. ADDENDA

Addenda will be issued to all known interested parties and posted on the City's website (listed above). All addenda issued shall become part of the solicitation documents. It is the vendor's responsibility to determine and acknowledge all addenda issued for a solicitation. No addendum will be issued less than two (2) working days prior to the solicitation opening as per TCA, Title 12, Chapter 4, Part 1, as amended

3. AWARD

An award, if made, shall be to the lowest responsible, responsive bidder(s) or best solicitation meeting quality and performance standards as described in the solicitation documents and whose bid/rfp is determined to be in the best interest of the City. This includes value engineering with the low bidder if cost is over budget. The City also reserves the right to award this product/service based on other contracts in-place (state or cooperative contracts), as may be in our best interest.

4. AWARD PERIOD

The City shall have 60 days to issue a contract. Any contract past that period must be mutually agreed upon by both parties.

5. BID TABULATIONS/RFP/RFQ RESPONSES

Bid tabulations and RFP/RFQ respondent's lists will be posted and available the next business day on our above website. Click on "awarded/opened solicitations".

6. BRAND NAMES

By referencing a product or service name as "or approved equal", the City intends to establish a minimum level of quality by which alternate offers can be judged. If an alternate is offered, the vendor must include complete descriptive literature and specifications that clearly describe the item and how it differs from the referenced item. Vendor reference to literature previously submitted will not satisfy this provision. Unless specified otherwise, it is understood that the referenced product will be furnished. The City alone will determine whether an alternate is equivalent and meets the standards of quality and performance for the City's use. A sample or demonstration may be required at the expense of the vendor.

7. CONDITION STANDARDS

It is understood and agreed that any item offered or shipped as a result of this solicitation shall be new and unused and the manufacturer's latest model unless otherwise called for in the solicitation.

8. CONSTRUCTION DOCUMENTS

If a fee is required for bid documents then only those bidders of record with the issuing office are eligible to bid.

9. DEFAULT

In case of contractor default or failure to provide material or service according to the solicitation, the City may cancel this contract and acquire from another source and may recover any excess cost by (1) invoice; (2) deduction from an unpaid balance due; (3) collection against the bid and/or performance bond; or (4) a combination of the aforementioned remedies or other remedies provided by law. All costs associated with default will be borne by the contractor. The City reserves the right to remove a company in default from the active vendor list for a time period to be determined by the Director of Purchasing.

10. DELIVERY

Delivery/completion schedule must be clearly identified and realistically stated, as this may be a determining factor in the award.

11. DISCOUNT AND PAYMENT

Payment terms are Net 30 following receipt of the material or service and a correct invoice unless otherwise stated in the solicitation document. Discounts for prompt payment will not be considered in the bid evaluation for award. Partial payment will be allowed only if addressed in the solicitation.

12. EQUAL OPPORTUNITY

It is the policy of the City of Johnson City to ensure compliance with Title VI of the Civil Rights Act of 1964; 49 CFR, Part 21; related statutes and regulations to that end that no person shall be excluded from participation in or be denied benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance or any other funding source on the grounds of race, color, sex, national origin, or ancestry. By virtue of submitting a response to this solicitation, vendors agree to comply with the same non-discrimination policy.

13. EVALUATION

Bids/RFPs/RFQs will be evaluated according to the criteria set forth in the document with the degree of importance determined by the City.

14. EXAMINATION OF BIDS/RFPs/RFQS

Bids and associated documents may be examined at the opening. Only the name of the respondent is read aloud for RFPs/RFQS. All solicitations are closed for review and inspection during the evaluation period, prior to award.

15. FOB (FREE-ON-BOARD) POINT

All prices quoted shall be FOB destination, freight prepaid and allowed unless otherwise stated in the solicitation document. The seller pays and bears the freight charges and owns the goods while they are in transit. Title passes at the designated City location.

16. INDEMNIFICATION

The vendor shall guarantee and certify by submitting a response to this solicitation that if successful, they shall indemnify and defend the City against any and all claims or legal actions arising as a result of their performance of the contract, whether or not such claims relate to damages or alleged damages sustained by physical injury to contractors personnel, subcontractors, city employees or other persons, or against any lawsuits arising from alleged or actual patent infringements, and shall hold the City, its various departments, employees, and any and all persons or entities acting on its behalf harmless from the same.

17. INSPECTION

All supplies or materials purchased as a result of this solicitation are subject to inspection and rejection by the City. Rejected materials will be returned at the vendor's expense.

18. INSURANCE

The contractor shall maintain, at their expense, such insurance as required by the solicitation. Such insurance shall protect the City for claims of damages which may arise during operations under this contract whether such operations be by the Contractor or by any subcontractor or anyone directly or indirectly employed by either of them. Any required insurances shall be maintained for the term of the contract and beyond the term of the contract when so required in the solicitation.

19. IRAN DIVESTMENT ACT

Pursuant to the Iran Divestment Act Tenn. Code Ann. § 12-12-106 requires the State of Tennessee Chief Procurement Officer to publish, using creditable information freely available to the public, a list of persons it determines engage in investment activities in Iran, as described in § 12-12-105. Inclusion on this list makes a person ineligible to contract with the City of Johnson City; if a person ceases its engagement in investment activities in Iran, it may be removed from the list. The State of Tennessee list is available here: <http://tennessee.gov/generalservices/article/Public-Information-library>

20. LICENSES, FEES, PERMITS

The contractor is responsible for furnishing the proper licenses, fees, and permits required by law to do business with the City of Johnson City in completion of the project. All work shall be done in accordance with the latest building codes, state and federal laws relative to the contract.

21. MULTIPLE ITEM BIDS

The City will determine the successful bidder(s) either on the basis of the individual line items or the total of all items. ALL OR NONE bids must be clearly identified on the bid form and will be considered only if in the City's best interest.

22. NON-BOYCOTT OF ISRAEL ACT

Pursuant to the Non-Boycott of Israel Act Tenn. Code Ann. § 12-4-119 requires that contracts of \$250,000+ to suppliers with 10 or more employees must certify that to the best of its knowledge and belief they are not boycotting Israel pursuant to Tenn. Code Ann. § 12-4-119 and will not during the full term of any award.

23. NON-COLLUSION AGREEMENT

By submitting this solicitation, the agent representing all officers, partners, owners, representatives, employees or interested parties of the vendor's firm certifies to the best of his/her knowledge and belief this bid/proposal to the City of Johnson City, Tennessee has not been prepared in collusion with any other seller, proprietor, or manufacturer of similar products or services. The agent also certifies that the prices, terms and conditions of said bid/proposal have been arrived at independently and have not been communicated by the submitter, nor by any of the aforementioned firm associate to any other seller, proprietor, or manufacturer of similar products or services and will not be communicated prior to the official opening of said solicitation. The agent further states that no official or employee of the City of Johnson City has promised any personal, financial or other beneficial interest, either directly or indirectly, in order to influence award of this solicitation.

24. PARTS AND SERVICE

The successful vendor must be able to provide adequate parts and service for all items awarded. Service location and ability to perform may be a consideration in the award.

25. PENALTIES

Vendors may be removed from our active vendor system for any of the following:

- ◆ Failure to respond to three consecutive solicitations
- ◆ Failure to meet delivery requirements
- ◆ Failure to furnish items as a result of a solicitation
- ◆ Failure to provide service or material as a result of the award
- ◆ Offers of gratuities or favors to any City employee

26. PRE-BID MEETING ATTENDANCE

If attendance is mandatory then only those firms whose names are listed on the pre-bid attendance roster are eligible to submit a solicitation.

27. PRICING

All pricing must appear in the spaces provided on the city's form (if applicable) and be in ink or typed. Changes or corrections by the bidder/proposer must be initialed in ink by the person signing. No corrections may be made in pencil. Unit prices will prevail in case of an extension error. The City will correct math computation errors (unit price & totals). No bid may be altered or amended after bid opening time. Obvious mistakes will be given special consideration upon receipt of written request and full disclosure or evidence regarding pricing error.

28. PROPRIETARY/CONFIDENTIAL INFORMATION

Vendors are hereby notified that all information submitted as part of, or in support of, bids/proposals will be available for public inspection after award, in compliance with Tennessee Statutes unless the vendor additionally identifies a specific area or scope of data or other materials to be protected and details the reasons protection is necessary.

29. PROTEST PROCEDURE

Any protest to the award of a contract by the City of Johnson City shall be submitted in writing to the Director of Purchasing with a copy to the City Manager and delivered not later than seven (7) calendar days from the date of the city's award decision. Such protest must include a protest bond in the amount of \$350 (cashier's check payable to the City of Johnson City) submitted to the Purchasing Director before the City will consider the protest. This protest bond will serve as a guarantee by the protester of the validity and accuracy of the protest. If the protest is denied by the City Manager the bond will be retained to cover costs associated with the protest.

30. QUESTIONS

Questions must be received by the City at least four (4) working days prior to the scheduled opening. No oral interpretations or instructions given by any city employee or any other person shall apply. Changes relative to any solicitation will be in writing, in the form of an addendum.

31. SAFETY STANDARDS

All manufactured items and fabricated assemblies shall comply with applicable requirements of OSHA/TOSHA and any related standards thereto.

32. SAMPLES

Samples will be furnished at no charge to the City. They will remain in the Purchasing Department for testing and evaluation until an award is made. Vendors are responsible for picking up their samples within two (2) weeks after the award. Samples not collected after that time shall become the property of the City. Samples from the successful vendor will be held until delivery is received and accepted as being equal to the sample.

33. SEALED SOLICITATION OPENINGS

Bids will be read aloud at the specified date and time as stated in the document. RFP's/RFQ'S respondent names will be read aloud. All openings are public meetings. Bidders/proposers and interested persons are invited to attend. The City reserves the right to postpone any solicitation opening under circumstances warranting such action, including but not limited to instances when the City receives fewer than two responses.

34. SIGNATURE ON BIDS

When submitting a bid, other than electronically, the bid form must contain the full name and address of the company and be signed in Ink by a person authorized to bind that company to a contract. Submission of an electronic solicitation constitutes acceptance of all terms and conditions. Unsigned paper bids will not be considered, read or tabulated. They may not be signed during or after the bid opening, even if a representative is present.

35. SUBMITTAL OF SEALED BIDS/RFPS/RFQS

Any forms furnished by the city must be completed and returned as specified in the solicitation, otherwise response will be considered as non-responsive. TELEPHONE, FACSIMILE OR E-MAIL RESPONSES WILL NOT BE ACCEPTED. Electronic receipt of bids/proposals is acceptable for those **eligible for online submittal** at: <https://vrapp.vendorregistry.com/Vendor/Register/Index/johnson-city-tn-vendor-registration>. **Paper submittals shall be sealed in an envelope.** No solicitation received after closing time shall be considered. The official time for paper submittals will be that of the date and time clock in the Purchasing Department. For electronic bids the official time is that posted on the website. Late submittals will not be accepted. The City of Johnson City shall not be responsible for technical difficulties experienced by vendors trying to register or submit their bid/rfp response electronically less than one hour prior to the bid/rfp opening time. If not offering a solicitation response, the vendor is encouraged to complete the "Statement of Decline" form and return prior to the opening.

36. TAXES

The City is exempt from Federal excise tax, State, and city sales tax. Contractors are not exempt from the use tax on materials and supplies used in the production of an item or in the performance of a repair or construction contract. Tax exemption certificates will be furnished upon request.

37. TERM OF CONTRACT

Unless otherwise stated, the City reserves the right to purchase like items at the same contract price for a period of one year from the award date subject to agreement of both parties. The City may cancel any contract for cause, or non-appropriation of funds, following written notification of intent.

38. WARRANTY

Unless otherwise specified by the City, all items shall be guaranteed for a minimum period of one (1) year against defects in material and workmanship.

REQUIREMENTS FOR BIDS, REQUESTS FOR PROPOSALS, AND CONTRACTS
BETWEEN THE CITY OF JOHNSON CITY
AND OTHER PARTIES

The City of Johnson City has established the following requirements for use in all bids and contracts between the City and any other person or entity. The following list is mandatory and modifies any bid, contract, or request for proposal, or conditions applicable to, signed by, or let by the City, notwithstanding anything contained in any particular conditions, contract, request for proposal, or bid to the contrary.

In general, the following provisions apply to all such contracts, bids, requests for proposals, contracts requiring bids, and bids containing contracts:

1. The City of Johnson City shall not answer to any contracting party for the furnishing of public records to a person requesting such in accordance with Tennessee law.
2. The City, while it may designate in writing a representative on a particular project, shall only be bound by a majority vote of the Board of Commissioners or by the limited authority delegated to the City Manager pursuant to City Ordinance. No personal representative of the City assigned to a particular project may bind it in excess of the dollar amounts granted to the City Manager by Ordinance, and no personal representative assigned to a particular project may bind the City for an amount equal to or less than the dollar amounts granted to the City Manager by Ordinance without the City Manager's approval.
3. The City shall not in any event waive or limit any claims for damages including but not limited to consequential damages in any contract for any reason or purpose.
4. No decision of an architect, engineer, or personal representative of the City shall be final and binding on the City, unless the City so agrees in any dispute with any

party including but not limited to an architect, a contractor, a subcontractor, an engineer, etc. If the City agrees to be bound pertaining to a dispute, then the monetary limits contained in the City's ordinances regarding the authority of the City Manager shall prevail, and any amounts exceeding the authority of the City Manager shall be referred to the Board of Commissioners for their consideration.

5. The City shall not participate in any mediation or arbitration regarding any agreement to which it is a party, and all matters left unresolved between the City and any other party, person, or entity shall be resolved in a court of competent jurisdiction in either Washington County, Tennessee, or in Federal District Court in Greeneville, Tennessee.

6. No party or other entity shall file a lien of any nature whatsoever against City property, real, personal, or mixed, no matter where that property is located. Should a party or entity contracting with the City or acting as a subcontractor or subsubcontractor file a lien against any property, real, personal, or mixed, owned by the City, then that party or entity shall take immediate steps at its own cost and expense to remove said lien, or the City shall take such steps as it deems necessary and hold the other party or entity liable for any costs and attorneys' fees associated with the lifting of said lien.

7. The City shall exercise its sole discretion before agreeing to any assignments of any contracts or subcontracts regarding any project in which the City is involved. No contract with the City shall be assignable without the City's sole, discretionary, absolute consent.

8. The City shall not be required to supply any information regarding its title to any property in which it has an interest for any purposes regarding the filing of liens.

9. The City shall not waive any claims it has in the making of final payment in any project in which it is involved. The City shall have the right to terminate any agreement to which this document is attached at any time in its sole discretion with or

without cause. In the event the City terminates with or without cause any agreement to which this document is attached, then in such event the City shall be liable only for the actual work and costs that have accrued at or before the date of the City's termination. In no event shall the City be liable for lost profits, consequential damages or incidental damages in the event it terminates a contract with or without cause.

10. Except to the extent allowed by law, the City shall not indemnify and hold harmless any other party, entity, person, their agents, employees, or anyone else in the world for any reason whatsoever.

11. The City shall not waive the rights of subrogation of its insurers or itself for any purpose whatsoever, and the City shall not cause any such endorsements to be placed on any policies to which it is a party.

12. Unless the City elects otherwise, the City shall not provide any "builders' risk" or an "all-risk" or equivalent policy for any reason whatsoever for any project in which the City has an interest, and the contractor or other such party shall assume this responsibility. That builder's risk policy provided by the contractor or other such interested party shall name the City as an additional insured. The City shall not provide boiler and machinery insurance, but shall require such insurance as applicable, depending on the parameters of whatever project is involved. The cost of boiler and machinery insurance shall be borne by the appropriate contractor, subcontractor, or other interested party. The City shall not insure the interests of any other person or entity, nor shall the City add any other person or entity as an additional insured to any of its policies.

13. The City shall not waive any rights regarding the loss of use of the City's property.

14. As to acts or failures to act or any causes of action by any party to a contract, whether that party be the architect, owner, contractor, City, etc., a cause of action shall accrue according to Tennessee law. No contract provision shall shorten the

statutes of limitations, statutes of repose, or the accrual of any causes of action which the City might have against another party or entity. No contract provision shall waive any warranties, express or implied, nor shall any contract limit the standard of care for any particular service or undertaking to that of the locality where those services or undertakings are performed.

15. Any interest to be paid by the City of Johnson City for late payments shall be at the rate of interest at which the City pays on its most recently issued bonds.

16. The City reserves to itself the right to approve the use of any tests, including but not limited to any borings, test pits, geotechnical work, environmental tests, and the like in its own sole discretion. All design professionals, consultants, subcontractors, or the like shall be duly licensed in the State of Tennessee, if licensure in the State of Tennessee is required for the work to be performed by such design professional, consultants, or subcontractors.

17. Notwithstanding any applicable choice of law or conflict of law provisions or decisions, the law of the State of Tennessee shall govern all contracts to which this document is attached.

18. The City of Johnson City shall not provide any legal advice, legal services, surveys, or procure the same for any other party.

19. Upon payment for services as rendered, all design documents and all instruments of service created by design professionals, including but not limited to architects, landscape architects, engineers, etc., shall become the property of the City of Johnson City, Tennessee. The City of Johnson City shall be allowed to use all design documents and instruments of service, including but not limited to bid drawings, shop drawings, reports, specifications, cost estimates, schematic designs, construction designs, and the like for future additions or alterations to the current project or for use in other projects. Any use of the aforementioned designs and construction documents shall be at

the City's sole risk and without liability to the design professional. The design professional's name and seal will be removed from all such design documents prior to the City's use thereof.

20. The City, as the owner of real property that is the subject of or in any way connected to any bid, request for proposal, or contract, hereby grants to the successful bidder/proposer/contractor the general management of the real property during the time that work is being performed, and the City agrees to transfer information specified in OSHA regulations at 29 CFR §1926.1203(h)(1), so that TOSHA/OSHA shall treat the successful bidder/proposer/contractor as the host employer when working in confined spaces. This paragraph applies only to those areas where the successful bidder/proposer/contractor has access to and performs work within confined spaces as defined in federal OSHA regulations. The successful bidder shall comply with all federal OSHA and state TOSHA regulations, including those regarding confined spaces.

September, 2017



STATEMENT OF SOLICITATION DECLINE City of Johnson City, Tennessee

NOTE: If you do not intend to respond to this solicitation, please complete and return this form on or before the stated deadline to Purchasing Department, 209 Water Street, Johnson City, TN 37601 or via e-mail: purchasing@johnsoncitytn.org. If you do not offer this product/service please remove from your vendor profile.

We value your feedback and ask that you complete the following:

Solicitation No.: # _____

Solicitation Name: _____

We, the undersigned, decline to submit on the above solicitation for the following reason(s):

_____ Insufficient time to adequately prepare a response

_____ Our company does not offer this product or service.

_____ Our schedule will not permit us to perform in a timely manner

_____ We are unable to meet bond requirements

_____ We are unable to meet insurance requirements

_____ We are unable to offer comparable product or service

_____ We are unable to meet specifications (explain below)

We understand that if this statement is not completed and returned, our company may be deleted from the City's solicitation list for this commodity or service.

Company Name: _____

Address: _____

Signature: _____

Telephone: _____

E-mail: _____

Date: _____





