

EXHIBIT

"A"

**CITY OF ROUND ROCK AGREEMENT FOR
PURCHASE OF PUBLIC SAFETY AND
FIREHOUSE SUPPLIES AND EQUIPMENT
WITH
GT DISTRIBUTORS, INC.**

THE STATE OF TEXAS

§

CITY OF ROUND ROCK

§

KNOW ALL BY THESE PRESENTS:

§

COUNTY OF WILLIAMSON

§

COUNTY OF TRAVIS

§

§

THAT THIS AGREEMENT for the purchase of public safety and firehouse supplies and equipment, and for related goods and services (referred to herein as the "Agreement"), is made and entered into on this the _____ day of the month of _____, 2020 by and between the CITY OF ROUND ROCK, a Texas home-rule municipality, whose offices are located at 221 East Main Street, Round Rock, Texas 78664-5299 (referred to herein as the "City"), and GT DISTRIBUTORS, INC., whose offices are located at 2545 Brockton Drive, Suite 100, Austin, Texas 78758 (referred to herein as "Vendor").

RECITALS:

WHEREAS, City desires to purchase certain deliverables, specifically public safety and firehouse supplies and equipment; and

WHEREAS, City is a member of Buy Board Cooperative Purchasing Program ("Buy Board") and Vendor is an approved Buy Board vendor through Buy Board Contract #603-20; and

WHEREAS, City desires to purchase said goods and services from Vendor through Buy Board as set forth herein; and

WHEREAS, the parties desire to enter into this Agreement to set forth in writing their respective rights, duties, and obligations;

NOW, THEREFORE, WITNESSETH:

That for and in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1.01 DEFINITIONS

A. **Agreement** means the binding legal contract between City and Vendor whereby City is obligated to buy specified goods and services and Vendor is obligated to sell said goods and services.

B. **City** means the City of Round Rock, Williamson and Travis Counties, Texas.

C. **Effective Date** means the date upon which the binding signatures of both parties to this Agreement are affixed.

D. **Force Majeure** means acts of God, strikes, lockouts, or other industrial disturbances, acts of the public enemy, orders of any kind from the government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, hurricanes, storms, floods, restraint of the government and the people, civil disturbances, explosions, or other causes not reasonably within the control of the party claiming such inability.

E. **Goods** mean the specified supplies, materials, commodities, or equipment.

F. **Vendor** means GT Distributors, Inc, its successor or assigns.

2.01 EFFECTIVE DATE, TERM, PRICES FIRM

A. This Agreement shall be effective on the date this Agreement has been signed by each party hereto, and shall remain in full force and effect unless and until it expires by operation of the term indicated herein, or is terminated or extended as provided herein.

B. This Agreement shall terminate March 31, 2023.

C. City reserves the right to review the relationship with Vendor at any time, and may elect to terminate this Agreement with or without cause or may elect to continue.

3.01 CONTRACT DOCUMENTS AND EXHIBITS

The goods and services which are the subject matter of this Agreement are described in Exhibit "A" and, together with this Agreement, comprise the Contract Documents. Any inconsistencies or conflicts in the contract documents shall be resolved by giving preference to the terms and conditions set forth in pages one (1) through nine (9) of this Agreement.

4.01 ITEMS

A. The goods which are the subject matter of this Agreement are described generally in the attached Exhibit "A."

B. This Agreement shall evidence the entire understanding and agreement between the parties and shall supersede any prior proposals, correspondence or discussions.

C. Vendor shall satisfactorily provide all deliverables described in Exhibit "A" within the contract term specified. A change in the Scope of Services or any term of this Agreement,

including bonding requirements, must be negotiated and agreed to in all relevant details, and must be embodied in a valid Supplemental Agreement as described herein.

5.01 COSTS

A. City agrees to pay for goods and/or services during the term of this Agreement at the pricing set forth in the Vendor's catalog and as set forth in Exhibit "A." Vendor specifically acknowledged and agrees that City is not obligated to use or purchase any estimated annual quantity of goods. Only if, and when needed by City, the costs listed on Exhibit "A" shall be the basis of any charges collected by Vendor.

B. In consideration for the deliverables and services related to the deliverables, the City agrees to pay Vendor an amount not to exceed **Nine Hundred Thirty Thousand and No/100 Dollars (\$930,000.00)** for the goods and services set forth in this Agreement for the term of this Agreement.

6.01 INVOICES

All invoices shall include, at a minimum, the following information:

- A. Name and address of Vendor;
- B. Purchase Order Number;
- C. Description and quantity of items received or services provided; and
- D. Delivery or performance dates.

7.01 NON-APPROPRIATION AND FISCAL FUNDING

This Agreement is a commitment of City's current revenues only. It is understood and agreed that City shall have the right to terminate this Agreement at the end of any City fiscal year if the governing body of City does not appropriate funds sufficient to purchase the services as determined by City's budget for the fiscal year in question. City may affect such termination by giving Vendor a written notice of termination at the end of its then current fiscal year.

8.01 PROMPT PAYMENT POLICY

In accordance with Chapter 2251, V.T.C.A., Texas Government Code, payment to Vendor will be made within thirty (30) days of the day on which City receives the performance, supplies, materials, equipment, and/or deliverables, or within thirty (30) days of the day on which the performance of services was complete, or within thirty (30) days of the day on which City receives a correct invoice for the performance and/or deliverables or services, whichever is later. Vendor may charge interest on an overdue payment at the "rate in effect" on September 1 of the fiscal year

in which the payment becomes overdue, in accordance with V.T.C.A., Texas Government Code, Section 2251.025(b); however, this Policy does not apply to payments made by City in the event:

- A. There is a bona fide dispute between City and Vendor, a contractor, subcontractor or supplier about the goods delivered or the service performed that cause the payment to be late; or
- B. The terms of a federal contract, grant, regulation, or statute prevent City from making a timely payment with federal funds; or
- C. There is a bona fide dispute between Vendor and a subcontractor or between a subcontractor and its supplier about the goods delivered or the service performed that causes the payment to be late; or
- D. Invoices are not mailed to City in strict accordance with instructions, if any, on the purchase order or the Agreement or other such contractual agreement.

9.01 GRATUITIES AND BRIBES

City may, by written notice to Vendor, cancel this Agreement without liability to Vendor if it is determined by City that gratuities or bribes in the form of entertainment, gifts, or otherwise were offered or given by Vendor or its agents or representatives to any City officer, employee or elected representative with respect to the performance of this Agreement. In addition, Vendor may be subject to penalties stated in Title 8 of the Texas Penal Code.

10.01 TAXES

City is exempt from Federal Excise and State Sales Tax; therefore, tax shall not be included in Vendor's charges.

11.01 ORDERS PLACED WITH ALTERNATE VENDORS

If Vendor cannot provide the goods as specified, City reserves the right and option to obtain the products from another supplier or suppliers.

12.01 CITY'S REPRESENTATIVE

City hereby designates the following representative authorized to act in its behalf with regard to this Agreement:

Allen Banks, Chief of Police
Round Rock Police Department
2701 North Mays Street
Round Rock, Texas 78665
(512) 218-5521
abanks@roundrocktexas.gov

13.01 INSURANCE

Vendor shall meet all City of Round Rock Insurance Requirements as set forth at:
http://www.roundrocktexas.gov/wp-content/uploads/2014/12/corr_insurance_07.20112.pdf.

14.01 RIGHT TO ASSURANCE

Whenever either party to this Agreement, in good faith, has reason to question the other party's intent to perform hereunder, then demand may be made to the other party for written assurance of the intent to perform. In the event that no written assurance is given within the reasonable time specified when demand is made, then and in that event the demanding party may treat such failure as an anticipatory repudiation of this Agreement.

15.01 DEFAULT

If Vendor abandons or defaults under this Agreement and is a cause of City purchasing the specified goods elsewhere, Vendor agrees that it may be charged the difference in cost, if any, and that it will not be considered in the re-advertisement of the service and that it may not be considered in future bids for the same type of work unless the scope of work is significantly changed.

Vendor shall be declared in default of this Agreement if it does any of the following:

- A. Fails to fully, timely and faithfully perform any of its material obligations under this Agreement;
- B. Fails to provide adequate assurance of performance under the "Right to Assurance" section herein; or
- C. Becomes insolvent or seeks relief under the bankruptcy laws of the United States.

16.01 TERMINATION AND SUSPENSION

A. City has the right to terminate this Agreement, in whole or in part, for convenience and without cause, at any time upon thirty (30) days' written notice to Vendor.

B. In the event of any default by Vendor, City has the right to terminate this Agreement for cause, upon ten (10) days' written notice to Vendor.

C. Vendor has the right to terminate this Agreement only for cause, that being in the event of a material and substantial breach by City, or by mutual agreement to terminate evidenced in writing by and between the parties.

D. In the event City terminates under subsections (A) or (B) of this section, the following shall apply: Upon City's delivery of the referenced notice to Vendor, Vendor shall discontinue all services in connection with the performance of this Agreement and shall proceed to cancel promptly all existing orders and contracts insofar as such orders and contracts are chargeable to this Agreement. Within thirty (30) days after such notice of termination, Vendor shall submit a statement showing in detail the goods and/or services satisfactorily performed under this Agreement to the date of termination. City shall then pay Vendor that portion of the charges, if undisputed. The parties agree that Vendor is not entitled to compensation for services it would have performed under the remaining term of the Agreement except as provided herein.

17.01 INDEMNIFICATION

Vendor shall defend (at the option of City), indemnify, and hold City, its successors, assigns, officers, employees and elected officials harmless from and against all suits, actions, legal proceedings, claims, demands, damages, costs, expenses, attorney's fees, and any and all other costs or fees arising out of, or incident to, concerning or resulting from the fault of Vendor, or Vendor's agents, employees or subcontractors, in the performance of Vendor's obligations under this Agreement, no matter how, or to whom, such loss may occur. Nothing herein shall be deemed to limit the rights of City or Vendor (including, but not limited to the right to seek contribution) against any third party who may be liable for an indemnified claim.

18.01 COMPLIANCE WITH LAWS, CHARTER AND ORDINANCES

A. Vendor, its agents, employees and subcontractors shall use best efforts to comply with all applicable federal and state laws, the Charter and Ordinances of the City of Round Rock, as amended, and with all applicable rules and regulations promulgated by local, state and national boards, bureaus and agencies.

B. In accordance with Chapter 2270, Texas Government Code, a governmental entity may not enter into a contract with a company for goods and services unless the contract contains written verification from the company that it: (1) does not boycott Israel; and (2) will not boycott Israel during the term of a contract. The signatory executing this Agreement on behalf of Vendor verifies that Vendor does not boycott Israel and will not boycott Israel during the term of this Agreement.

19.01 ASSIGNMENT AND DELEGATION

The parties each hereby bind themselves, their successors, assigns and legal representatives to each other with respect to the terms of this Agreement. Neither party shall assign, sublet or transfer any interest in this Agreement without prior written authorization of the other party.

20.01 NOTICES

All notices and other communications in connection with this Agreement shall be in writing and shall be considered given as follows:

1. When delivered personally to the recipient's address as stated in this Agreement;
or
2. Three (3) days after being deposited in the United States mail, with postage prepaid to the recipient's address as stated in this Agreement.

Notice to Vendor:

GT Distributors, Inc.
2545 Brockton Drive, Suite 100
Austin, Texas 78758

Notice to City:

City Manager
221 East Main Street
Round Rock, TX 78664

AND TO: Stephan L. Sheets, City Attorney
309 East Main Street
Round Rock, TX 78664

Nothing contained herein shall be construed to restrict the transmission of routine communications between representatives of City and Vendor.

21.01 APPLICABLE LAW; ENFORCEMENT AND VENUE

This Agreement shall be enforceable in Round Rock, Texas, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms or conditions herein, exclusive venue for same shall lie in Williamson County, Texas. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

22.01 EXCLUSIVE AGREEMENT

This document, and all appended documents, constitutes the entire Agreement between Vendor and City. This Agreement may only be amended or supplemented by mutual agreement of the parties hereto in writing, duly authorized by action of the City Manager or City Council.

23.01 DISPUTE RESOLUTION

City and Vendor hereby expressly agree that no claims or disputes between the parties arising out of or relating to this Agreement or a breach thereof shall be decided by any arbitration proceeding, including without limitation, any proceeding under the Federal Arbitration Act (9 USC

Section 1-14) or any applicable state arbitration statute.

24.01 SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if this Agreement did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this section shall not prevent this entire Agreement from being void should a provision which is of the essence of this Agreement be determined void.

25.01 MISCELLANEOUS PROVISIONS

Standard of Care. Vendor represents that it employs trained, experienced and competent persons to perform all of the services, responsibilities and duties specified herein and that such services, responsibilities and duties shall be performed in a manner according to generally accepted industry practices.

Time is of the Essence. Vendor understands and agrees that time is of the essence and that any failure of Vendor to fulfill obligations for each portion of this Agreement within the agreed timeframes will constitute a material breach of this Agreement. Vendor shall be fully responsible for its delays or for failures to use best efforts in accordance with the terms of this Agreement. Where damage is caused to City due to Vendor's failure to perform in these circumstances, City may pursue any remedy available without waiver of any of City's additional legal rights or remedies.

Force Majeure. Neither City nor Vendor shall be deemed in violation of this Agreement if it is prevented from performing any of its obligations hereunder by reasons for which it is not responsible as defined herein. However, notice of such impediment or delay in performance must be timely given and all reasonable efforts undertaken to mitigate its effects.

Multiple Counterparts. This Agreement may be executed in multiple counterparts, any one of which shall be considered an original of this document; and all of which, when taken together, shall constitute one and the same instrument.

[Signatures on the following page.]

IN WITNESS WHEREOF, City and Vendor have executed this Agreement on the dates indicated.

City of Round Rock, Texas

By: _____
Printed Name: _____
Title: _____
Date Signed: _____

Attest:

By: _____
Sara L. White, City Clerk

For City, Approved as to Form:

By: _____
Stephan L. Sheets, City Attorney

GT Distributors, Inc.

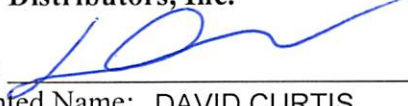
By:  _____
Printed Name: DAVID CURTIS
Title: BIDS MANAGER
Date Signed: 06/17/2020

Exhibit "A"

City of Round Rock, Texas

Price Sheet

GT Distributors Inc.

BuyBoard Contract 603-20

The City of Round Rock would like to enter into a contract with GT Distributors per the terms of Buy Board Contract 603-20. The City intends to purchase from this contract public safety and firehouse supplies and equipment in a total amount not to exceed **\$930,000**.

Contract Term: Effective from date of execution and will expire on **03/31/2023**, per the terms of BuyBoard Contract No. 603-20.

Special Instructions: Complete pricing below and submit copy of price list or catalog.

Section I: Public Safety Supplies and Equipment

Item No	MANUFACTURER:	NEW % DISCOUNT OFF	EXCEPTIONS:
		MSRP:	
Firearms and Ammunition			
1	Adams Arms	0.15	
2	Aguila Ammunition	6.1%	
3	Benelli	22.1%	
4	CCI Speer	27.6%	
5	CMMG	10.0%	
6	Colt Arms	5.0%	LONG GUNS ONLY
7	Core 15	10.1%	
8	Daniel Defense	12.1%	
9	Defense Technology	5.0%	
10	Federal Cartridge	27.6%	
11	FN America	11.1%	LONG GUNS ONLY
12	Force on Force-ATK	27.6%	
13	Glock	SUGGESTED AGENCY	SEE ATTACHED LETTER
14	Heckler & Koch	16.1%	LONG GUNS ONLY
15	Hornady	43.6%	
16	Lewis Machine & Tool	8.0%	
17	LWRC International	6.1%	
18	Mossberg	20.0%	LONG GUNS ONLY
19	Rio	10.0%	
20	Rock River	1.5%	
21	Ruger	6.1%	LONG GUNS ONLY
22	Savage	10.0%	
23	Sionics	5.0%	
24	Springfield	20.0%	LONG GUNS ONLY
25	Surefire	5.0%	
26	Windham Weaponry	20.0%	
Tactical Equipment			
27	5.11 Tactical	22.1%	
28	Bianchi International	29.6%	
29	BlackHawk	41.1%	
30	Blackhawk Dynamic Entry	35.0%	
31	Blue Force Gear	6.1%	
32	Boston Leather	30.0%	
33	Camelbak	27.0%	
34	DeSantis	32.0%	
35	Dutyman	27.0%	
36	Fobus	33.0%	
37	Galco	25.1%	
38	Gould & Goodrich	39.0%	
39	High Speed Gear	26.1%	

Exhibit "A"

40	Magpul	16.1%	
41	Maxpedition	17.1%	
42	Phalanx	30.0%	HOLSTERS ONLY
43	Ripoffs	17.0%	
44	Safariland	29.6%	
45	Spec Ops Brand	27.0%	
46	Stallion Leather	23.0%	
47	Sticky Holsters	10.0%	
48	Strong	26.0%	
49	Telor Tactical	30.0%	
50	Thyrm 2545 B	20.0%	
51	Uncle Mike's	35.0%	
52	Viking Tactics	37.1%	
53	Wilderness Tactical	13.0%	
Night Sticks and Batons			
54	ASP	30.1%	
55	Monadnock	21.1%	
56	Redman	15.0%	
57	Ring's - BlueGuns	20.0%	
Riot Equipment/Body Armor			
58	Damascus	20.0%	
59	Hatch	21.1%	
60	Monadnock	21.1%	
61	Paulson Manufacturing	24.0%	
62	Premier Crown	10.0%	
63	ProTech Tactical	21.1%	
64	Safariland Body Armor	41.1%	
Public Safety Vehicle Equipment and Related Accessories			
65	Able2 - Show-Me	56.1%	
66	Big Sky Racks	10.0%	
67	Brooking Industries	26.0%	
68	Federal Signal	40.5%	
69	Fire Research Corp	20.0%	
70	Go Rhino	32.1%	
71	GO-LIGHT	39.0%	
72	Havis Shields	41.1%	
73	Laguna Manuf.	26.5%	
74	Lund Industries	22.5%	
75	Ops Public Safety	20.0%	
76	Priority Start	10.0%	
77	Pro-Gard Industries	35.5%	
78	Santa Cruz	35.0%	
79	Setina MFG	32.5%	
80	Signal Vehicle	40.0%	
81	Sound Off	40.0%	
82	Star Warning Systems	40.0%	
83	Stinger Spike Systems (Federal Signal)	5.0%	
84	Tufloc	12.0%	
85	Unity	60.0%	
86	Whelen MFG	48.0%	
Tear Gas/Mace and related items			
87	ASP	31.1%	
88	Defense Technology	15.0%	
89	FN	11.1%	
90	Mace	31.1%	

Exhibit "A"

91	Pepperball Technologies	18.6%
Night Vision Equipment		
92	ATN	13.0%
93	Bushnell	26.1%
94	FLIR	12.1%
95	L3-EoTech	15.1%
Thermal Imaging Equipment		
96	ATN	13.0%
97	FLIR 2545 B	12.1%
98	L3-EoTech	15.1%
Flashlights, Batteries, and related items		
99	ASP	31.1%
100	Bayco Products	13.1%
101	Nightstick	13.1%
102	Pelican Products	30.0%
103	Streamlight (Lights)	57.6%
104	SureFire	21.1%
105	Thyrm	20.0%
Handcuffs and Restraints		
106	ASP	31.1%
107	C & S	2.0%
108	Humane Restraint	13.5%
109	Monadnock	21.1%
110	Peerless Handcuff Company	34.1%
111	Zak Tool	10.0%
Scopes and Binoculars		
112	Aimpoint	16.1%
113	AmeriGlo	28.1%
114	Bushnell	33.0%
115	Crimson Trace	10.1%
116	L3 - EOTech/Insight	17.5%
117	Leupold	21.1%
118	Magpul	16.1%
119	Nightforce	13.0%
120	Nikon	11.1%
121	Shield Firearms & Sights	5.0%
122	Steiner	21.1%
123	Trijicon	28.1%
124	Truglo	31.1%
125	Vortex	19.1%
126	XS Sights	9.1%
Alcohol and Drug Testing Products and Related Services		
127	CMI	8.0%
128	Forensics Source	20.0%
129	Sirchie	1.5%
Law Enforcement Training Targets		
130	Action Targets	10.0%
131	Champion	13.1%
132	Speedwell	17.0%
Fingerprint Equipment and Supplies		
133	Forensics Source	5.0%
134	Sirchie	1.5%
Law Enforcement Knives and Tools		
135	5.11 Tactical	22.1%

Exhibit "A"

136	Benchmade	30.0%
137	Boker USA	10.0%
138	Columbia River	37.1%
139	Gerber	14.2%
140	Ka-Bar	20.1%
141	Kershaw Knives	16.1%
142	Leatherman	23.1%
143	Real Avid 2545 B	10.0%
144	Spyderco	16.1%
145	Zero Tolerance	17.6%
Public Safety Uniforms, Rainwear, Jackets, Footwear and Accessories		
146	5.11 Tactical	30.0%
147	Alpha Broder	22.0%
148	Anchor	26.0%
149	Atlanco - TruSpec	25.0%
150	Bates Boots	25.0%
151	Belleville	16.0%
152	Blackinton	32.1%
153	Blauer	16.0%
154	CW Nielson	26.5%
155	Damascus	20.0%
156	Danner	18.3%
157	Dickies	15.0%
158	Edwards Garment	25.0%
159	Elbeco	28.0%
160	First Tactical	22.0%
161	Flying Cross	27.0%
162	Gerber Outerwear	16.0%
163	Haix	19.1%
164	Hatch	21.1%
165	Hero's Pride	18.0%
166	Horace Small	32.0%
167	Liberty Uniform Manufacturing Co., Inc.	29.0%
168	Merrell Tactical Footwear	31.1%
169	Mocean	20.0%
170	Neese Industries	16.5%
171	Original Footwear SWAT	25.5%
172	Premier Emblem	18.0%
173	Propper	16.0%
174	Ridge Outdoors	19.0%
175	Ringer Gloves	15.0%
176	Salomon Forces Footwear	20.0%
177	Samuel Broome	10.0%
178	Sanmar	22.0%
179	Smith & Warren	32.1%
180	Spiewak	20.0%
181	Tact Squad	22.0%
182	Taylor Leather	10.0%
183	Thorogood / Weinbrenner	40.0%
184	TurtleSkin	34.0%
185	Under Armour	38.0%
186	Verbx	25.0%
187	Workrite	24.0%
All Other Public Safety Products and Equipment		
188	ALG Defense	11.1%
189	Blue Force Gear	6.1%
190	Chip McCormick	11.1%

Exhibit "A"

191	Ergo	15.1%
192	Geissele Automatics	11.1%
193	Hamburger Woolen	16.0%
194	Hoppe's	16.1%
195	Magpul 2545 B	13.1%
196	Midwest Industries	16.1%
197	Mission First	13.1%
198	Next Level Training SIRT	10.0%
199	Orion Safety Products	24.0%
200	Pelican Products	16.1%
201	Plano Molding Company	16.1%
202	Real Avid	10.0%
203	Tango Down	11.1%
204	Troy Industries	11.1%
Public Safety Equipment Repair Parts		
205	Streamlight (Parts, Switches, Bulbs, Batte	41.1%
206	Glock	8.5%
Section II: Firehouse Supplies and Equipment		
Nomex Station Uniforms		
207	Workrite	24.0%
Portable Lighting Equipment		
208	Pelican (RALS)	15.0%
Vehicle Light Bars, Sirens and Speakers		
209	Able2 - Show-Me	56.1%
210	Big Sky Racks	10.0%
211	Brooking Industries	26.0%
212	Federal Signal	40.5%
213	Fire Research Corp	20.0%
214	Go Rhino	32.1%
215	GO-LIGHT	39.0%
216	Havis Shields	41.1%
217	Laguna Manuf.	26.5%
218	Lund Industries	22.5%
219	Ops Public Safety	20.0%
220	Priority Start	10.0%
221	Pro-Gard Industries	35.5%
222	Setina MFG	32.5%
223	Signal Vehicle	40.0%
224	Sound Off	40.0%
225	Star Warning Systems	40.0%
226	Stinger Spike Systems (Federal Signal)	5.0%
227	Tufloc	12.0%
228	Unity	60.0%
229	Whelen MFG	48.0%
Firehouse Uniforms, Rainwear, Jackets, Footwear and Accessories		
230	5.11 Tactical	30.0%
231	Alpha Broder	22.0%
232	Anchor	26.0%
233	Atlanco - TruSpec	25.0%
234	Bates Boots	25.0%
235	Belleville	16.0%
236	Blackinton	32.1%
237	Blauer	16.0%
238	CW Nielson	26.5%

Exhibit "A"

239	Damascus	20.0%
240	Danner	18.3%
241	Dickies	15.0%
242	Edwards Garment 2545 B	25.0%
243	Elbeco	28.0%
244	First Tactical	22.0%
245	Flying Cross	27.0%
246	Gerber Outerwear	16.0%
247	Haix	19.1%
248	Hatch	21.1%
249	Hero's Pride	18.0%
250	Horace Small	32.0%
251	Liberty Uniform Manufacturing Co., Inc.	29.0%
252	Hi Tech / Magnum	30.0%
253	Merrell Tactical Footwear	31.1%
254	Mocean	20.0%
255	Neese Industries	16.5%
256	Original Footwear SWAT	25.5%
257	Premier Emblem	18.0%
258	Propper	16.0%
259	Ridge Outdoors	19.0%
260	Ringer Gloves	15.0%
261	Salomon Forces Footwear	20.0%
262	Samuel Broome	10.0%
263	Sanmar	22.0%
264	Smith & Warren	32.1%
265	Spiewak	20.0%
266	Tact Squad	22.0%
267	Taylor Leather	10.0%
268	Thorogood / Weinbrenner	40.0%
269	TurtleSkin	34.0%
270	Under Armour	38.0%
271	Vertx	25.0%
272	Workrite	24.0%
COMPANY NAME:		G T Distributors, Inc.
SIGNATURE OF AUTHORIZED REPRESENTATIVE:		David Curtis
PRINTED NAME:		David Curtis
PHONE NUMBER:		800-252-8310
EMAIL ADDRESS:		TXBIDS@GTDIST.COM

Exhibit "A"

Note on the exception for Glock, Item No. 1 Firearms and Ammunition:

Glock enforces a strict pricing policy and will not allow any authorized dealer to sell Glock firearms below the prices they set. Any authorized dealer entering even a 1% discount from Glock's Suggested Agency would be in violation of this policy. That dealer would be forced to either decline those sales or be in jeopardy of losing their dealer status, either way, causing them to default on this portion of the contract.

Glock does allow authorized exclusive dealers to sell to agencies at \$5 below Suggested Agency price per firearm. G T Distributors would like to extend this discount to BuyBoard customers.

This restriction does not apply to other Glock items, so Item No 28 Public Safety Equipment and Repair Parts can have Glock parts listed at an 8.5% discount.

Note on the other exceptions for Item No. 1 Firearms and Ammunition:

As an exclusive Glock Authorized Law Enforcement Dealer, G T Distributors has agreed not to sell other brands of duty pistols and revolvers to law enforcement departments/agencies. Several of the other brands we carry manufacture both handguns and long guns. We can offer those long guns (rifles, shotguns, and rifle-format handguns) to law enforcement departments/agencies, just not pistols and revolvers.