



Amendment No. 8
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin, Texas

- 1.0 The City hereby exercises an administrative increase to the above referenced contract in the amount of \$58,000.00.
- 2.0 The total Contract authorization is recapped below:

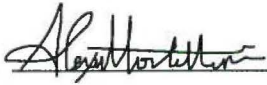
Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/14 – 03/31/17	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 3 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 4 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 5 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 6 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 7 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 8 – Administrative Increase	\$58,000.00	\$1,258,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date: 2/20/2017



Printed Name: ALEXIS M. HOSTETTER
Authorized Representative
GT Distributors, Inc.
P. O. Box 16080
Austin, TX 78761-6080

Signature & Date:


02-22-2017

Marty James, Buyer II
City of Austin Purchasing Office

Review and Approved:



Erin D'Vincent, Senior Buyer Specialist
City of Austin Purchasing Office



Amendment No. 8
to
Contract No. GA140000074
for
Ammunition
between
PRECISION DELTA CORP.
and the
City of Austin, Texas

- 1.0 The City hereby exercises an administrative increase to the above referenced contract in the amount of \$58,000.00.
- 2.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/14 – 03/31/17	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 3 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 4 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 5 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 6 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 7 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 8 – Administrative Increase	\$58,000.00	\$1,258,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.

5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:

Patricia Lott 3-6-17

Printed Name: Patricia Lott
Authorized Representative
PRECISION DELTA CORP.
P. O. Box 128
RULEVILLE, MS 38771-0128

Signature & Date:

Marty James 03-09-2017

Marty James, Buyer II
City of Austin Purchasing Office

Review and Approved:

Erin D Vincent 3-9-17
Erin D Vincent, Senior Buyer Specialist
City of Austin Purchasing Office



**Amendment No. 7
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin, Texas**

1.0 The City hereby amends the above referenced contract as follows:

1.1 The City hereby incorporates the following item for the above-referenced contract. The item listed below is currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
HORNADY-81295	Hornady 5.56 NATO 75gr TAP SBR	\$694.89

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/14 – 03/31/17	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 3 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 4 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 5 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 6 – Incorporation of Additional Items	\$0.00	\$1,200,000.00

Amendment No. 7 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
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- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date: 4/8/2016

Printed Name: CLINT WELCH
 Authorized Representative
 GT Distributors, Inc.
 P. O. Box 16080
 Austin, TX 78761-6080

Signature & Date:

Roger Stricklin 4-11/16
 Roger Stricklin, Corporate Contract
 Administrator
 City of Austin Purchasing Office



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL
99109	HORNADY® GUN CHEEK PIECE TAN LH	090255991093	1	1	\$ 30.75 \$
99110	HORNADY® GUN CHEEK PIECE TAN RH	090255991109	1	1	\$ 30.75 \$
9919	HORNADY® TEAM HORNADY RANGE BAG	090255299199	1	1	\$ 35.87 \$
99117	HORNADY® SOFT PISTOL CASE	090255991178	1	1	\$ 22.56 \$
9940	HORNADY® OLIVE CLASSIC BOONIE	090255299403	1	1	\$ 10.09 \$
99225	HORNADY® BLACK SHIELD CAP	090255992250	1	1	\$ 10.09 \$
99111	HORNADY® TAP DUTY KNIFE	090255703184	1	1	\$ 69.72 \$

SONIC CLEANERS

043310	LNL® SONIC CLEANER™ HOT TUB 9L 110 VOLT	090255433104	1	1	\$ 407.30 \$
150209	LNL® HOT TUB INDIRECT TANK 9L	090255502091	1	1	\$ 14.67 \$
150207	LNL® HOT TUB BASKET 9L	090255502077	1	1	\$ 11.95 \$
043360	LNL® SONIC GUN SOLUTION QUART	090255433609	1	12	\$ 16.54 \$
043361	LNL® SONIC GUN SOLUTION GAL	090255433616	6	6	\$ 49.62 \$
043355	LNL® SONIC BRASS SOLUTION QUART	090255433555	1	12	\$ 16.54 \$
043356	LNL® SONIC BRASS SOLUTION GAL	090255433562	6	6	\$ 49.62 \$
99900	ONE SHOT® CANNED AIR 10 OZ	090255999006	1	6	\$ 5.73 \$
9990	ONE SHOT® GUN CLEANER 5.0 OZ	090255299908	1	12	\$ 7.35 \$
99936	TAP ONE SHOT® HD-EXTREME™ 5.0 OZ	090255999365	1	6	\$ 8.27 \$



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL
CRITICAL DUTY®					
90235	AMMO 9MM LUGER 135 GR CRITICAL DUTY® LE	090255703306	50	10	\$ 39.08
90225	AMMO 9MM LUGER+P 135 GR CRITICAL DUTY® LE	090255902259	50	10	\$ 39.08
91295	AMMO 357 SIG 135 GR CRITICAL DUTY® LE	090255912951	50	10	\$ 46.57
90515	AMMO 357 MAG 135 GR CRITICAL DUTY® LE	090255905151	50	10	\$ 47.24
91375	AMMO 40 S&W 175 GR CRITICAL DUTY® LE	090255913750	50	10	\$ 39.08
91255	AMMO 10MM AUTO 175 GR CRITICAL DUTY® LE	090255912555	50	10	\$ 47.92
90925	AMMO 45 AUTO+P 220 GR CRITICAL DUTY® LE	090255706574	50	10	\$ 44.92
CRITICAL DEFENSE®					
90080	AMMO 380 AUTO 90 GR FTX® CD	090255900804	25	10	\$ 27.64
90250	AMMO 9MM LUGER 115 GR FTX® CD	090255902501	25	10	\$ 28.12
91000	AMMO 9X18 MAK 95 GR FTX® CD	090255910001	25	10	\$ 28.25
90300	AMMO 38 SPCL LITE 90 GR FTX® CD	090255903003	25	10	\$ 29.92
90240	AMMO 9MM LUGER LITE 100 GR FTX® CD	090255902402	25	10	\$ 28.12
90310	AMMO 38 SPCL 110 GR FTX® CD	090255903102	25	10	\$ 29.92
90311	AMMO 38 SPCL+P 110 GR FTX® CD	090255903119	25	10	\$ 29.92
90700	AMMO 44 SPCL 165 GR FTX® CD	090255907001	20	10	\$ 27.31
90500	AMMO 357 MAG 125 GR FTX® CD	090255905007	25	10	\$ 32.60
91340	AMMO 40 S&W 165 GR FTX® CD	090255913408	20	10	\$ 28.72
90900	AMMO 45 AUTO 185 GR FTX® CD	090255909005	20	10	\$ 30.05
92790	AMMO 45 COLT 185 GR FTX® CD	090255927900	20	10	\$ 28.52
TRAINING™ HANDGUN					
90238	AMMO 9MM LUGER 135 GR FMJ TRAINING™ BRASS	090255902389	50	10	\$ 27.88
91298	AMMO 357 SIG 135 GR FMJ TRAINING™ BRASS	090255912982	50	10	\$ 38.33
91377	AMMO 40 S&W 175 GR FMJ TRAINING™	090255913774	50	10	\$ 35.87
91374	AMMO 40 S&W 175 GR FMJ TRAINING™ BRASS	090255913743	50	10	\$ 33.25
90924	AMMO 45 AUTO 220 GR FMJ TRAINING™ BRASS	090255909241	50	10	\$ 37.51
FRANGIBLE HANDGUN					
90230	AMMO 9MM LUGER 90 GR FRANGIBLE	090255902303	50	10	\$ 37.24
91319	AMMO 40 S&W 125 GR FRANGIBLE	090255913194	50	10	\$ 46.21
90931	AMMO 45 AUTO 145 GR FRANGIBLE	090255909319	50	10	\$ 45.60
TRAINING™ RIFLE					
80255	AMMO 223 REM 55 GR SP (50)	090255802559	50	10	\$ 44.45
80275	AMMO 223 REM 55 GR FMJ/BT (50)	090255802757	50	10	\$ 44.45
9754EL	AMMO 223 REM 55 GR FMJ TRAINING™ (50)	090255697285	50	10	\$ 26.07
9760EL	AMMO 223 REM 75 GR BTHP TRAINING™ (50)	090255697292	50	10	\$ 27.24
TAP® RIFLE					
83276	AMMO 223 REM 55 GR TAP URBAN®	090255832761	20	10	\$ 22.45
83295	AMMO 223 REM 55 GR GMX® TAP® BARRIER™	090255832952	20	10	\$ 30.27
83286	AMMO 223 REM 60 GR TAP URBAN®	090255832860	20	10	\$ 22.45
83285	AMMO 223 REM 62 GR TAP® BARRIER™	090255832853	20	10	\$ 22.45
80265	AMMO 223 REM 75 GR BTHP TAP®	090255802658	20	10	\$ 22.45
81255	AMMO 5.56 NATO 55 GR GMX® TAP® BARRIER™	090255812558	20	10	\$ 30.27
8125C	AMMO 5.56 NATO 62 GR TAP® BARRIER™ (50)	090255698756	50	10	\$ 47.51
8125N	AMMO 5.56 NATO 62 GR TAP® BARRIER™	090255693447	20	10	\$ 21.97
81265	AMMO 5.56 NATO 70 GR GMX® TAP® BARRIER™	090255812657	20	10	\$ 30.27
81295	AMMO 5.56 NATO 75 GR TAP® SBR™	090255812954	20	10	\$ 24.17
8126N	AMMO 5.56 NATO 75 GR BTHP T2 TAP®	090255693430	20	10	\$ 22.45
80875	AMMO 300 BLACKOUT 110 GR GMX® TAP®	090255808759	20	10	\$ 34.41
80896	AMMO 308 WIN 110 GR TAP URBAN®	090255808964	20	10	\$ 35.41
80925	AMMO 308 WIN 155 GR A-MAX® TAP PRECISION®	090255809251	20	10	\$ 35.41
80985	AMMO 308 WIN 165 GR GMX® TAP® BARRIER™	090255809855	20	10	\$ 53.53
80995	AMMO 308 WIN 165 GR INTERBOND® TAP® BARRIER™	090255809954	20	10	\$ 37.08
80965	AMMO 308 WIN 168 GR A-MAX® TAP PRECISION®	090255809657	20	10	\$ 35.41
82035	AMMO 300 WIN MAG 178 GR A-MAX® TAP PRECISION®	090255820355	20	10	\$ 40.84



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL
RIFLE					
8124	AMMO 5.45X39 60 GR V-MAX® STEEL	090255381245	50	10	\$ 29.80 \$
8346	AMMO 6.8MM SPC 110 GR V-MAX®	090255383461	20	10	\$ 30.53 \$
8078	AMMO 7.62X39 123 GR SST® STEEL (50)	090255380781	50	10	\$ 47.25 \$
82244	AMMO 450 BUSHMASTER 250 GR FTX®	090255822441	20	10	\$ 42.45 \$
RIFLE/MATCH™					
80289	AMMO 223 REM 68 GR BTHP	090255802894	20	10	\$ 25.65 \$
80264	AMMO 223 REM 75 GR BTHP SPF	090255802641	20	10	\$ 28.47 \$
81264	AMMO 5.56 NATO 75 GR BTHP SPF	090255812640	20	10	\$ 28.47 \$
8150	AMMO 6.5 GRENDL 123 GR A-MAX®	090255381504	20	10	\$ 31.59 \$
81492	AMMO 6.5 CREEDMOOR 120 GR A-MAX®	090255814927	20	10	\$ 36.93 \$
81500	AMMO 6.5 CREEDMOOR 140 GR ELD™ MATCH	090255815009	20	10	\$ 38.60 \$
8089	AMMO 300 BLACKOUT 110 GR V-MAX®	090255380897	20	10	\$ 30.73 \$
80892	AMMO 300 BLACKOUT 208 GR A-MAX®	090255808926	20	10	\$ 34.88 \$
8087N	AMMO 308 WIN 155 GR OTM/BTHP	090255697575	20	10	\$ 36.08 \$
80964	AMMO 308 WIN 168 GR A-MAX® SPF	090255809640	20	10	\$ 41.92 \$
8097	AMMO 308 WIN 168 GR BTHP MATCH™	090255380972	20	10	\$ 37.00 \$
8105	AMMO 308 WIN 178 GR BTHP	090255381054	20	10	\$ 37.91 \$
8077	AMMO 308 WIN 178 GR BTHP MATCH™ SPF	090255380774	20	10	\$ 41.92 \$
81170	AMMO 30-06 168 GR A-MAX® M1 GARAND	090255811704	20	10	\$ 47.11 \$
8218	AMMO 300 WIN MAG 195 GR BTHP	090255382181	20	10	\$ 50.48 \$
8230	AMMO 338 LAPUA MAG 250 GR BTHP	090255382303	20	10	\$ 121.05 \$
82301	AMMO 338 LAPUA MAG 285 GR A-MAX MATCH™	090255823011	20	6	\$ 122.17 \$
82306	AMMO 338 LAPUA MAG 285 GR BTHP MATCH™	090255823066	20	6	\$ 121.05 \$
82300	AMMO 338 LAPUA MAG 285 GR ELD™ MATCH	090255823004	20	6	\$ 125.00 \$
8270	AMMO 50 BMG 750 GR A-MAX®	090255382709	10	10	\$ 83.17 \$

TAP® SHOTGUN

86265	AMMO 12 GA TAP® REDUCED RECOIL™ 00 BUCK	090255862652	10	10	\$ 11.01 \$
86285	AMMO 12 GA TAP® FOSTER SLUG 1 OZ REDUCED RECOIL™	090255862850	5	20	\$ 8.27 \$
86275	AMMO 12 GA TAP® LIGHT MAGNUM® 00 BUCK	090255862751	10	10	\$ 11.95 \$
86235	AMMO 12 GA TAP® FOSTER SLUG 1 OZ LIGHT MAGNUM®	090255862355	5	20	\$ 8.27 \$

*FET prices are estimates based off Jobber pricing.

HORNADY SECURITY®

98150	HORNADY® RAPID® SAFE	090255981506	1	4	\$ 275.20
98151	HORNADY® SHACKLE® BOX	090255981513	1	8	\$ 45.91
98152	HORNADY® TRIPPOINT® LOCK BOX	090255981520	1	8	\$ 40.21

APPAREL & ACCESSORIES

99741M	HORNADY® SAGE & TAN HOODIE MED	090255703221	1	1	\$ 40.40 \$
99741L	HORNADY® SAGE & TAN HOODIE LG	090255703238	1	1	\$ 40.40 \$
99741XL	HORNADY® SAGE & TAN HOODIE XL	090255703245	1	1	\$ 40.40 \$
99741XXI	HORNADY® SAGE & TAN HOODIE XXL	090255703252	1	1	\$ 40.40 \$
99741XXI	HORNADY® SAGE & TAN HOODIE XXXL	090255705454	1	1	\$ 40.40 \$
99745M	HORNADY® FLEECE JACKET MED	090255707212	1	1	\$ 40.40 \$
99745L	HORNADY® FLEECE JACKET LG	090255707229	1	1	\$ 40.40 \$
99745XL	HORNADY® FLEECE JACKET XL	090255707236	1	1	\$ 40.40 \$
99745XXI	HORNADY® FLEECE JACKET XXL	090255707243	1	1	\$ 40.40 \$
99745XXI	HORNADY® FLEECE JACKET XXXL	090255707250	1	1	\$ 40.40 \$
99775M	HORNADY® BLACK POLO MED	090255707175	1	1	\$ 30.29 \$
99775L	HORNADY® BLACK POLO LG	090255707182	1	1	\$ 30.29 \$
99775XL	HORNADY® BLACK POLO XL	090255997194	1	1	\$ 30.29 \$
99775XXI	HORNADY® BLACK POLO XXL	090255707205	1	1	\$ 30.29 \$
99108	HORNADY® GUN CHEEK PIECE BLACK RH	090255991086	1	1	\$ 30.75 \$
99113	HORNADY® GUN CHEEK PIECE BLACK LH	090255991130	1	1	\$ 30.75 \$



**Amendment No. 6
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin, Texas**

1.0 The City hereby amends the above referenced contract as follows:

1.1 The City hereby incorporates the following items for the above-referenced contract. The item listed below is currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
HORNADY-81265	Hornady 5.56 NATO 70gr GMX TAP	\$870.26

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/14 – 03/31/17	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 3 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 4 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 5 – Incorporation of Additional Items	\$0.00	\$1,200,000.00
Amendment No. 6 – Incorporation of Additional Items	\$0.00	\$1,200,000.00

- 3.0 MBE/WBE goals were not established for this contract.
- 4.0 By signing this Amendment the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 ALL OTHER TERMS AND CONDITIONS REMAIN THE SAME.

BY THE SIGNATURE(S) affixed below, this Amendment is hereby incorporated and made a part of the above referenced contract.

Signature & Date:



4/4/2016

Printed Name: CLINT WELCH
Authorized Representative
GT Distributors, Inc.
P. O. Box 16080
Austin, TX 78761-6080

Signature & Date:



Roger Stricklin, Corporate Contract
Administrator
City of Austin Purchasing Office



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL
CRITICAL DUTY®					
90235	AMMO 9MM LUGER 135 GR CRITICAL DUTY® LE	090255703306	50	10	\$ 39.08
90225	AMMO 9MM LUGER+P 135 GR CRITICAL DUTY® LE	090255902259	50	10	\$ 39.08
91295	AMMO 357 SIG 135 GR CRITICAL DUTY® LE	090255912951	50	10	\$ 46.57
90515	AMMO 357 MAG 135 GR CRITICAL DUTY® LE	090255905151	50	10	\$ 47.24
91375	AMMO 40 S&W 175 GR CRITICAL DUTY® LE	090255913750	50	10	\$ 39.08
91255	AMMO 10MM AUTO 175 GR CRITICAL DUTY® LE	090255912555	50	10	\$ 47.92
90925	AMMO 45 AUTO+P 220 GR CRITICAL DUTY® LE	090255706574	50	10	\$ 44.92
CRITICAL DEFENSE®					
90080	AMMO 380 AUTO 90 GR FTX® CD	090255900804	25	10	\$ 27.64
90250	AMMO 9MM LUGER 115 GR FTX® CD	090255902501	25	10	\$ 28.12
91000	AMMO 9X18 MAK 95 GR FTX® CD	090255910001	25	10	\$ 28.25
90300	AMMO 38 SPCL LITE 90 GR FTX® CD	090255903003	25	10	\$ 29.92
90240	AMMO 9MM LUGER LITE 100 GR FTX® CD	090255902402	25	10	\$ 28.12
90310	AMMO 38 SPCL 110 GR FTX® CD	090255903102	25	10	\$ 29.92
90311	AMMO 38 SPCL+P 110 GR FTX® CD	090255903119	25	10	\$ 29.92
90700	AMMO 44 SPCL 165 GR FTX® CD	090255907001	20	10	\$ 27.31
90500	AMMO 357 MAG 125 GR FTX® CD	090255905007	25	10	\$ 32.60
91340	AMMO 40 S&W 165 GR FTX® CD	090255913408	20	10	\$ 28.72
90900	AMMO 45 AUTO 185 GR FTX® CD	090255909005	20	10	\$ 30.05
92790	AMMO 45 COLT 185 GR FTX® CD	090255927900	20	10	\$ 28.52
TRAINING™ HANDGUN					
90238	AMMO 9MM LUGER 135 GR FMJ TRAINING™ BRASS	090255902389	50	10	\$ 27.88
91298	AMMO 357 SIG 135 GR FMJ TRAINING™ BRASS	090255912982	50	10	\$ 38.33
91377	AMMO 40 S&W 175 GR FMJ TRAINING™	090255913774	50	10	\$ 35.87
91374	AMMO 40 S&W 175 GR FMJ TRAINING™ BRASS	090255913743	50	10	\$ 33.25
90924	AMMO 45 AUTO 220 GR FMJ TRAINING™ BRASS	090255909241	50	10	\$ 37.51
FRANGIBLE HANDGUN					
90230	AMMO 9MM LUGER 90 GR FRANGIBLE	090255902303	50	10	\$ 37.24
91319	AMMO 40 S&W 125 GR FRANGIBLE	090255913194	50	10	\$ 46.21
90931	AMMO 45 AUTO 145 GR FRANGIBLE	090255909319	50	10	\$ 45.60
TRAINING™ RIFLE					
80255	AMMO 223 REM 55 GR SP (50)	090255802559	50	10	\$ 44.45
80275	AMMO 223 REM 55 GR FMJ/BT (50)	090255802757	50	10	\$ 44.45
9754EL	AMMO 223 REM 55 GR FMJ TRAINING™ (50)	090255697285	50	10	\$ 26.07
9760EL	AMMO 223 REM 75 GR BTHP TRAINING™ (50)	090255697292	50	10	\$ 27.24
TAP® RIFLE					
83276	AMMO 223 REM 55 GR TAP URBAN®	090255832761	20	10	\$ 22.45
83295	AMMO 223 REM 55 GR GMX® TAP® BARRIER™	090255832952	20	10	\$ 30.27
83286	AMMO 223 REM 60 GR TAP URBAN®	090255832860	20	10	\$ 22.45
83285	AMMO 223 REM 62 GR TAP® BARRIER™	090255832853	20	10	\$ 22.45
80265	AMMO 223 REM 75 GR BTHP TAP®	090255802658	20	10	\$ 22.45
81255	AMMO 5.56 NATO 55 GR GMX® TAP® BARRIER™	090255812558	20	10	\$ 30.27
8125C	AMMO 5.56 NATO 62 GR TAP® BARRIER™ (50)	090255698756	50	10	\$ 47.51
8125N	AMMO 5.56 NATO 62 GR TAP® BARRIER™	090255693447	20	10	\$ 21.97
81265	AMMO 5.56 NATO 70 GR GMX® TAP® BARRIER™	090255812657	20	10	\$ 30.27
81295	AMMO 5.56 NATO 75 GR TAP® SBR™	090255812954	20	10	\$ 24.17
8126N	AMMO 5.56 NATO 75 GR BTHP T2 TAP®	090255693430	20	10	\$ 22.45
80875	AMMO 300 BLACKOUT 110 GR GMX® TAP®	090255808759	20	10	\$ 34.41
80896	AMMO 308 WIN 110 GR TAP URBAN®	090255808964	20	10	\$ 35.41
80925	AMMO 308 WIN 155 GR A-MAX® TAP PRECISION®	090255809251	20	10	\$ 35.41
80985	AMMO 308 WIN 165 GR GMX® TAP® BARRIER™	090255809855	20	10	\$ 53.53
80995	AMMO 308 WIN 165 GR INTERBOND® TAP® BARRIER™	090255809954	20	10	\$ 37.08
80965	AMMO 308 WIN 168 GR A-MAX® TAP PRECISION®	090255809657	20	10	\$ 35.41
82035	AMMO 300 WIN MAG 178 GR A-MAX® TAP PRECISION®	090255820355	20	10	\$ 40.84



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL
RIFLE					
8124	AMMO 5.45X39 60 GR V-MAX® STEEL	090255381245	50	10	\$ 29.80 \$
8346	AMMO 6.8MM SPC 110 GR V-MAX®	090255383461	20	10	\$ 30.53 \$
8078	AMMO 7.62X39 123 GR SST® STEEL (50)	090255380781	50	10	\$ 47.25 \$
82244	AMMO 450 BUSHMASTER 250 GR FTX®	090255822441	20	10	\$ 42.45 \$
RIFLE/MATCH™					
80289	AMMO 223 REM 68 GR BTHP	090255802894	20	10	\$ 25.65 \$
80264	AMMO 223 REM 75 GR BTHP SPF	090255802641	20	10	\$ 28.47 \$
81264	AMMO 5.56 NATO 75 GR BTHP SPF	090255812640	20	10	\$ 28.47 \$
8150	AMMO 6.5 GRENDAL 123 GR A-MAX®	090255381504	20	10	\$ 31.59 \$
81492	AMMO 6.5 CREEDMOOR 120 GR A-MAX®	090255814927	20	10	\$ 36.93 \$
81500	AMMO 6.5 CREEDMOOR 140 GR ELD™ MATCH	090255815009	20	10	\$ 38.60 \$
8089	AMMO 300 BLACKOUT 110 GR V-MAX®	090255380897	20	10	\$ 30.73 \$
80892	AMMO 300 BLACKOUT 208 GR A-MAX®	090255808926	20	10	\$ 34.88 \$
8087N	AMMO 308 WIN 155 GR OTM/BTHP	090255697575	20	10	\$ 36.08 \$
80964	AMMO 308 WIN 168 GR A-MAX® SPF	090255809640	20	10	\$ 41.92 \$
8097	AMMO 308 WIN 168 GR BTHP MATCH™	090255380972	20	10	\$ 37.00 \$
8105	AMMO 308 WIN 178 GR BTHP	090255381054	20	10	\$ 37.91 \$
8077	AMMO 308 WIN 178 GR BTHP MATCH™ SPF	090255380774	20	10	\$ 41.92 \$
81170	AMMO 30-06 168 GR A-MAX® M1 GARAND	090255811704	20	10	\$ 47.11 \$
8218	AMMO 300 WIN MAG 195 GR BTHP	090255382181	20	10	\$ 50.48 \$
8230	AMMO 338 LAPUA MAG 250 GR BTHP	090255382303	20	10	\$ 121.05 \$
82301	AMMO 338 LAPUA MAG 285 GR A-MAX MATCH™	090255823011	20	6	\$ 122.17 \$
82306	AMMO 338 LAPUA MAG 285 GR BTHP MATCH™	090255823066	20	6	\$ 121.05 \$
82300	AMMO 338 LAPUA MAG 285 GR ELD™ MATCH	090255823004	20	6	\$ 125.00 \$
8270	AMMO 50 BMG 750 GR A-MAX®	090255382709	10	10	\$ 83.17 \$
TAP® SHOTGUN					
86265	AMMO 12 GA TAP® REDUCED RECOIL™ 00 BUCK	090255862652	10	10	\$ 11.01 \$
86285	AMMO 12 GA TAP® FOSTER SLUG 1 OZ REDUCED RECOIL™	090255862850	5	20	\$ 8.27 \$
86275	AMMO 12 GA TAP® LIGHT MAGNUM® 00 BUCK	090255862751	10	10	\$ 11.95 \$
86235	AMMO 12 GA TAP® FOSTER SLUG 1 OZ LIGHT MAGNUM®	090255862355	5	20	\$ 8.27 \$

*FET prices are estimates based off Jobber pricing.

HORNADY SECURITY®

98150	HORNADY® RAPID® SAFE	090255981506	1	4	\$ 275.20
98151	HORNADY® SHACKLE® BOX	090255981513	1	8	\$ 45.91
98152	HORNADY® TRIPOINT® LOCK BOX	090255981520	1	8	\$ 40.21

APPAREL & ACCESSORIES

99741M	HORNADY® SAGE & TAN HOODIE MED	090255703221	1	1	\$ 40.40 \$
99741L	HORNADY® SAGE & TAN HOODIE LG	090255703238	1	1	\$ 40.40 \$
99741XL	HORNADY® SAGE & TAN HOODIE XL	090255703245	1	1	\$ 40.40 \$
99741XXL	HORNADY® SAGE & TAN HOODIE XXL	090255703252	1	1	\$ 40.40 \$
99741XX	HORNADY® SAGE & TAN HOODIE XXXL	090255705454	1	1	\$ 40.40 \$
99745M	HORNADY® FLEECE JACKET MED	090255707212	1	1	\$ 40.40 \$
99745L	HORNADY® FLEECE JACKET LG	090255707229	1	1	\$ 40.40 \$
99745XL	HORNADY® FLEECE JACKET XL	090255707236	1	1	\$ 40.40 \$
99745XXL	HORNADY® FLEECE JACKET XXL	090255707243	1	1	\$ 40.40 \$
99745XX	HORNADY® FLEECE JACKET XXXL	090255707250	1	1	\$ 40.40 \$
99775M	HORNADY® BLACK POLO MED	090255707175	1	1	\$ 30.29 \$
99775L	HORNADY® BLACK POLO LG	090255707182	1	1	\$ 30.29 \$
99775XL	HORNADY® BLACK POLO XL	090255997194	1	1	\$ 30.29 \$
99775XXL	HORNADY® BLACK POLO XXL	090255707205	1	1	\$ 30.29 \$
99108	HORNADY® GUN CHEEK PIECE BLACK RH	090255991086	1	1	\$ 30.75 \$
99113	HORNADY® GUN CHEEK PIECE BLACK LH	090255991130	1	1	\$ 30.75 \$



2016 Law Enforcement Pricing - Domestic

Effective January 1, 2016

ITEM	DESCRIPTION	UPC	BOX QTY	CASE QTY	2016 RETAIL	
99109	HORNADY® GUN CHEEK PIECE TAN LH	090255991093	1	1	\$ 30.75	\$
99110	HORNADY® GUN CHEEK PIECE TAN RH	090255991109	1	1	\$ 30.75	\$
9919	HORNADY® TEAM HORNADY RANGE BAG	090255299199	1	1	\$ 35.87	\$
99117	HORNADY® SOFT PISTOL CASE	090255991178	1	1	\$ 22.56	\$
9940	HORNADY® OLIVE CLASSIC BOONIE	090255299403	1	1	\$ 10.09	\$
99225	HORNADY® BLACK SHIELD CAP	090255992250	1	1	\$ 10.09	\$
99111	HORNADY® TAP DUTY KNIFE	090255703184	1	1	\$ 69.72	\$

SONIC CLEANERS

043310	LNL® SONIC CLEANER™ HOT TUB 9L 110 VOLT	090255433104	1	1	\$ 407.30	\$
150209	LNL® HOT TUB INDIRECT TANK 9L	090255502091	1	1	\$ 14.67	\$
150207	LNL® HOT TUB BASKET 9L	090255502077	1	1	\$ 11.95	\$
043360	LNL® SONIC GUN SOLUTION QUART	090255433609	1	12	\$ 16.54	\$
043361	LNL® SONIC GUN SOLUTION GAL	090255433616	6	6	\$ 49.62	\$
043355	LNL® SONIC BRASS SOLUTION QUART	090255433555	1	12	\$ 16.54	\$
043356	LNL® SONIC BRASS SOLUTION GAL	090255433562	6	6	\$ 49.62	\$
99900	ONE SHOT® CANNED AIR 10 OZ	090255999006	1	6	\$ 5.73	\$
9990	ONE SHOT® GUN CLEANER 5.0 OZ	090255299908	1	12	\$ 7.35	\$
99936	TAP ONE SHOT® HD-EXTREME™ 5.0 OZ	090255999365	1	6	\$ 8.27	\$



Amendment No. 5
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 The City hereby incorporates the following items for the above-referenced contract. All items listed below are currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
CCI-24475	CCI 223 Rem 75gr Gold Dot	\$746.08

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/2014-03/31/2017	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 3-Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 4-Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 5-Incorporation of Additional Items	\$0	\$1,200,000.00

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.5 is hereby incorporated into and made a part of the above-referenced contract.

Signature: 

Monica McClure

Corporate Contract Administrator

City of Austin

Purchasing Office

12/4/2015
Date

Signature: 

Printed Name: CLINT WELCH

Authorized Representative

GT Distributors, Inc.

P.O. Box 16080

Austin, Texas 78761

12/3/2015

Date



Amendment No. 4
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 The City hereby incorporates the following items for the above-referenced contract. All items listed below are currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
CCI-53608	CCI Lawman .380 GR TMJ	\$416.85
CCI-53733	ATK-Lawman-.38 Special-125 Gr. TMJ	\$429.90

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/2014-03/31/2017	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 3-Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 4-Incorporation of Additional Items	\$0	\$1,200,000.00

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.4 is hereby incorporated into and made a part of the above-referenced contract.

Signature: _____

Monica McClure
Corporate Contract Administrator

City of Austin
Purchasing Office

Date _____

10/12/2015

Signature: _____

Alexis M. Hostetter
Printed Name: ALEXIS M. HOSTETTER

Authorized Representative
GT Distributors, Inc.

P.O. Box 16080
Austin, Texas 78761

10/10/2015

Date _____



Amendment No. 3
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 The City hereby incorporates the following items for the above-referenced contract. All items listed below are currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
FC-LE13300	Federal Cartridge-2.75 Inches-Tac 12-Ga-00	\$646.20

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/2014-03/31/2017	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 3-Incorporation of Additional Items	\$0	\$1,200,000.00

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

4.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.3 is hereby incorporated into and made a part of the above-referenced contract.

Signature: Edwin

Edwin Vincent

Sr. Buyer Specialist

City of Austin

Purchasing Office

9-29-17

Date

Signature: Clint Welch

Printed Name: CLINT WELCH

Authorized Representative

GT Distributors, Inc.

P.O. Box 16080

Austin, Texas 78761

9/28/15

Date



Amendment No. 2
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin

1.0 The above referenced Contract is amended as follows:

1.1 The City hereby incorporates the following items for the above-referenced contract. All items listed below are currently available on BuyBoard Contract 432-13 under GT Distributors:

Vendor Item Number	Description	Unit Price
FOF-FF556B1	Force on Force Ammo 5.56 Blue	\$570.00

2.0 The total Contract amount is recapped below:

Term	Contract Amount for the Item	Total Contract Amount
Basic Term: 05/27/2014-03/31/2017	\$1,200,000.00	\$1,200,000.00
Amendment No. 1 – Incorporation of Additional Items	\$0	\$1,200,000.00
Amendment No. 2 – Incorporation of Additional Items	\$0	\$1,200,000.00

3.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas or the City of Austin.

3.0 All other terms and conditions remain unchanged and in full force and effect

BY THE SIGNATURES affixed below, Amendment No.1 is hereby incorporated into and made a part of the above-referenced contract.

Signature: *[Signature]*
Erin Vincent
Gr. Buyer Specialist
City of Austin
Purchasing Office
7-16-15
Date

Signature: *[Signature]*
Printed Name: CLINT WELCH
Authorized Representative
GT Distributors, Inc.
P.O. Box 16080
Austin, Texas 78761
7/16/2015
Date



2014 Force on Force Marking Round Pricing

New

Item #	Description	bx / cs	rnd /	bx	rnd / cs	Case Price
9MM Marking Rounds						
FF9G2	9MM - Green	10	50	500		\$255.00
FF9W2	9MM - White	10	50	500		\$255.00
FF9R2	9MM - Red	10	50	500		\$255.00
FF9B2	9MM - Blue	10	50	500		\$255.00
FF9Y2	9MM - Yellow	10	50	500		\$255.00
FF9NM2	9MM - Non Marking	10	50	500		\$255.00
FF9BLK2	9MM - Blank	10	50	500		\$275.00
5.56 Marking Rounds						
FF556G1	5.56 - Green	25	20	500		\$285.00
FF556W1	5.56 - White	25	20	500		\$285.00
FF556R1	5.56 - Red	25	20	500		\$285.00
FF556B1	5.56 - Blue	25	20	500		\$285.00
FF556Y1	5.56 - Yellow	25	20	500		\$285.00
Item #	Description			cs / cs		Case Price
5.56 Bolt Carrier Group (6 per case - must per purchased in full case increments)						
FF556BCG	5.56 Bolt			6		\$1,410.00

** SALES IN USA ONLY

FEDERAL · FUSION · CCI · SPEER · BLAZER · ESTATE · CHAMPION · OUTERS · GUNSLICK PRO
SHOOTERS RIDGE · WEAVER · REDFIELD/SIMMONS · BUCK COMMANDER · BLACKHAWK! · RCBS

Effective 01-01-2014
Expires 12-31-2014

Alliant Techsystems Proprietary

Pricing subject to
change without notice.



2014 Force on Force Equipment Pricing

Item #	Description	Units	Price
Equipment			
FFHD01	Force One Helmet	1	\$70.00
FFHDTOP01	Force One Hard Top	1	\$15.00
FFHD02	Force Two Helmet	1	\$110.00
FFIHD1	Instructor Helmet	1	\$139.95
FFLENS01	Replacement Lens	1	\$15.95
FFNK2	Neck Armor	1	\$33.95
FFGNP1	Groin Protection	1	\$39.95
FFPH2	Padded Hood	1	\$23.95
FFBHHND1SBK	Gloves Sm	1	\$39.95
FFBHHND1MBK	Gloves Med	1	\$39.95
FFBHHND1LBK	Gloves Lg	1	\$39.95
FFBHHND1XLBK	Gloves XL	1	\$39.95
FFFSSM	Coverall Sm/Med	1	\$79.00
FFFLXL	Coverall Lg/XL	1	\$79.00
FFFXXLXXXL	Coverall XXL/XXXL	1	\$79.00
FFTOP1ML	Protective Top Med-Lg	1	\$139.95
FFTOP1LXL	Protective Top Lg-XL	1	\$139.95
FFPT1ML	Protective Pants Med-Lg	1	\$102.95
FFPT1LXL	Protective Pants Lg-XL	1	\$102.95
FFMK1	Marking Knife	1	\$25.00
New FFVEST1	Vest	1	\$79.00
FFGV1ML	Vest/Groin Combo Med-Lg	1	\$75.95

** SALES IN USA ONLY

FEDERAL · FUSION · CCI · SPEER · BLAZER · ESTATE · CHAMPION · OUTERS · GUNSLICK PF
SHOOTERS RIDGE · WEAVER · REDFIELD/SIMMONS · BUCK COMMANDER · BLACKHAWK! · R

Effective 01-01-2014
Expires 12-31-2014

Alliant Techsystems Proprietary

Pricing subject to
change without notice.



Amendment No. 1
to
Contract No. GA140000074
for
Ammunition
between
GT Distributors, Inc.
and the
City of Austin

- 1.0 The City hereby incorporates the following items for the above-referenced contract. All items listed below are currently available on BuyBoard contract 432-13 under GT Distributors.

Vendor Item Number	Description	Unit Price
DT-3027*	Def-Tec-#23 12 Ga. Bean Bag.	\$4.47
DT-1292*	Def-Tec 40Mm Powder	\$19.83
DT-1290*	Def-Tec 37/40Mm Powder	\$18.66
DT-6098*	Def-Tec #40W Wood Multiple Baton Round	\$20.88
DT-1263*	Def-Tec 37/40Mm Liquid	\$16.91
FOF-FF9BLK2*	Force on Force 9mm Blanks- UOM = 1K	\$483.18
FOF-FF9W2*	Force on Force Ammo 9mm White - UOM = 1K	\$499.50
FOF-FF9B2*	Force on Force Ammo 9mm Blue- UOM = 1K	\$499.50
FOF-FF9R2*	Force on Force Ammo 9mm Red- UOM = 1K	\$499.50

- 2.0 The total Contract authorization is recapped below:

Term	Contract Amount for the Term	Total Contract Amount
Basic Term: 05/27/14-03/31/17	\$1,200,000.00	\$1,200,000.00
Amendment No. 1: Incorporation of Additional Items	\$0.00	\$1,200,000.00

- 3.0 MBE/WBE goals do not apply to this contract.
- 4.0 By signing this Amendment, the Contractor certifies that the Contractor and its principals are not currently suspended or debarred from doing business with the Federal Government, as indicated by the General Services Administration (GSA) List of Parties Excluded from Federal Procurement and Non-Procurement Programs, the State of Texas, or the City of Austin.
- 5.0 All other terms and conditions remain the same.

BY THE SIGNATURES affixed below, this amendment is hereby incorporated into and made a part of the above-referenced contract.

Signature:

Authorized Representative
Printed Name: CLINT WELCH
Title: CONTRACTS & MANAGED ACCOUNTS SUPERVISOR
GT Distributors, Inc.

3/9/2015

Date

Signature:

~~Claudia Rodriguez~~ Erin Vincent
~~Buyer II~~ Senior Buyer Specialist
City of Austin

3/10/15

Date



Financial and Administrative Service Department
Purchasing Office
P.O. Box 1088, Austin, Texas, 78767

May 29, 2014

GT Distributors
Preston Wheelless
P.O. Box 16080
Austin, TX 78761

Dear Mr. Wheelless:

The City of Austin has approved the award and execution of a contract with your company for Ammunition.

Responsible Department:	Austin Police Department
Department Contact Person:	Irene Sanchez
Department Contact Email:	Irene.Sanchez@austintexas.gov
Department Contact Telephone:	512-974-5078
Project Name:	Ammunition
Contractor Name:	GT Distributors & Precision Delta
Contract Number:	GA140000074
Contract Period:	5/27/14 – 3/31/17
Contract Period Amount	\$1,200,000 each and combined*
Extension Options:	None
Requisition Number:	14031100250
Solicitation Number:	N/A – BuyBoard Contract 432-13
Agenda Item Number:	36
Council Approval Date:	5/22/14

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Erin D'Vincent
Purchasing Office

*The amount of \$1,200,000 is to be used among both GT Distributors and Precision Delta Corp for the term of the contract. Each vendor is not independently being awarded \$1,200,000.

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
GT Distributors, Inc. ("Contractor")
for
Ammunition
MA-8700-GA140000074**

This Contract is between GT Distributors, Inc. having offices at Austin, TX 78758 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on 5/27/14. Solicitation requirements are met by using Contractor's BuyBoard Contract No. 432-13.

1.1 This Contract is composed of the following documents:

- 1.1.1 BuyBoard Contract No. 432-13
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, GT Distributors, Inc.'s Quote, dated 2/27/14, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 BuyBoard Contract No. 432-13 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect until 3/31/17, subject to the cooperative contract.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,200,000 each and combined for the Contract term.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

GT Distributors, Inc.

Preston Wheelless

Printed Name of Authorized Person



Signature

Bid & Contract Manager

Title:

May 23, 2014

Date:

CITY OF AUSTIN

Erin D'Vincent

Printed Name of Authorized Person



Signature

Senior Buyer

Title:

5.23.14

Date:

CITY OF AUSTIN

Approved By:

Sai Xoomsai Purcell

Printed Name of Authorized Person



Signature

Senior Buyer Specialist

Title:

5/27/14

Date:

Exhibit A - Supplemental Terms

Exhibit B - GT Distributors, Inc.'s Quote dated 2/27/14

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply:

1. **INSURANCE:** Insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

2. **TERM OF CONTRACT:**

- A. The Contract shall be in effect until the expiration of the BuyBoard contract on 3/31/2017.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **DELIVERY REQUIREMENTS:**

Location:

Days: M – F 8 AM – 3 PM

Austin Police Department Training Academy

4800 Shaw Lane

Austin, TX 78744

- A. Delivery is to be made within 5 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Financial Management
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU332993332993	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: Ammunition, except small arms, mfg	
This Index shall apply to the following items of the contract: ALL	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Irene Sanchez

irene.sanchez@austintexas.gov

(512) 974-5078



Exhibit B

Quote	QTE0073338
Date	2/27/2014
Page:	1

GT Distributors - Austin
P.O. Box 16080
Austin TX 78761
(512) 451-8298 Ext. 0000

Bill To:

Austin Police Department (TX)
PO Box 1629
Austin TX 78767-1629

Ship To:

Austin Police Department (TX)
715 East 8th Street
Attn: Irene Sanchez
Austin TX 78701

Purchase Order No.	Customer ID	Salesperson ID	Shipping Method	Payment Terms	Req Ship Date	Master No.
AMMO	001490	BF	FEDEX-STAND-NC	NET 15	0/0/0000	1,142,776
Quantity	Item Number	Description	UOM	Unit Price	Ext. Price	
50.00	FC-LE223T3*	Federal Cartridge-.223 62 Gr. Tactical	M	\$1,592.70	\$79,635.00	
15.00	FC-GM223M*	Federal Cartridge .223 69Gr Match	M	\$877.90	\$13,168.50	
20.00	HORNADY-8095PM*	Horandy .308 Win 155 Gr. Palma Match 20 Box	M	\$1,136.35	\$22,727.00	
2.00	FC-LE308T1*	Federal Cartridge 308 165 Gr Tactical	M	\$1,815.60	\$3,631.20	
100.00	CCI-53970*	Cci .40 165 Gr Gold Dot Hollow	M	\$480.80	\$48,080.00	
15.00	CCI-53966*	Cci 45 230 Gr Gold Dot Hp	M	\$526.67	\$7,900.05	
30.00	CCI-53617*	CCI Gold Dot 9Mm +P 124 Grain	M	\$446.69	\$13,400.70	
300.00	FC-AE223N*	American Eagle .223 Rifle 62Gr-FMJ-Boat Tail	M	\$433.98	\$130,194.00	
100.00	FC-AE223*	Federal Cartridge .223 Rem 55 Gr Fmj	M	\$423.66	\$42,366.00	
60.00	CCI-53653*	CCI Lawman .45 230GR TMJ	M	\$364.25	\$21,855.00	
1,000.00	CCI-53955*	CCI-Lawman-.40 Cal-165 GR-TMJ	M	\$303.37	\$303,370.00	
100.00	CCI-53620*	CCI-9MM 147 GR TMJ	M	\$239.49	\$23,949.00	
1	BUYBOARD		Each	\$0.00	\$0.00	
Quotation reflects Buyboard Contract 432-13. Contract period 04/01/14-03/31/17. Fax BuyBoard PO's to 1-800-211-5454 only.						

All returns must be authorized by GT Distributors. Interest charges on past due invoices at the maximum rate allowed by law.

Your salesman is Preston. Thank you.
Irene Sanchez
irene.sanchez@austintexas.gov

Subtotal	\$710,276.45
Misc	\$0.00
Tax	\$0.00
Freight	\$0.00
Total	\$710,276.45

**City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. N/A**

**City of Austin, Texas
Human Rights Commission**

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

**City of Austin
Minimum Standard Non-Discrimination in Employment Policy:**

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, **OR** THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

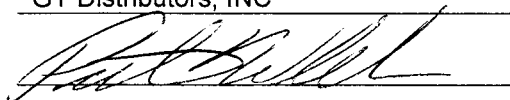
The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this ____ 11th _____ day of ____ April _____, ____ 2014 _____

CONTRACTOR

GT Distributors, INC

Authorized Signature



Title

Bid & Contract Manager

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. Buyboard - Ammunition

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: GT Distributors, INC

Signature of Officer
or Authorized
Representative:



Date: 4/11/2014

Printed Name: Preston Wheelless

Title: Bid & Contract Manager

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. N/A
FOR
Ammunition**

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

1. **Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
2. **Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
3. **Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
4. **Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
5. **City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
6. **Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

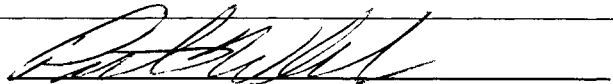
OFFEROR'S EXPLANATION:

Contractor's Name: GT Distributors, INC

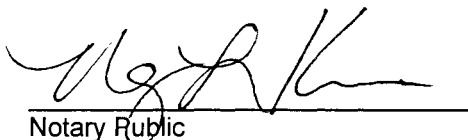
Printed
Name: Preston Wheelless

Title Bid & Contract Manager

Signature of Officer or Authorized Representative:

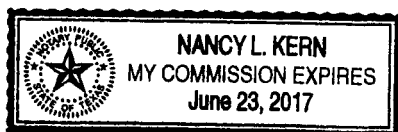


Subscribed and sworn to before me this 11th day of April, 2014.



Notary Public

My Commission Expires June 23, 2017



City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. N/A

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Texas Resident Bidder

- (1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.
- (2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

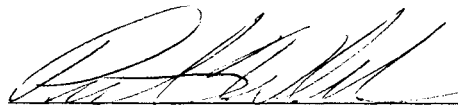
Answer: _____ Which State: _____

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: GT Distributors, INC

Signature of Officer or
Authorized
Representative:



Date: 4/11/2014

Printed Name: Preston Wheelless

Title: Bid & Contract Manager



Financial and Administrative Service Department
Purchasing Office
P.O. Box 1088, Austin, Texas, 78767

May 29, 2014

Precision Delta Corp
Patricia Lott
P.O. Box 128
Ruleville, MS 38771

Dear Ms. Lott:

The City of Austin has approved the award and execution of a contract with your company for Ammunition.

Responsible Department:	Austin Police Department
Department Contact Person:	Irene Sanchez
Department Contact Email:	Irene.Sanchez@austintexas.gov
Department Contact Telephone:	512-974-5078
Project Name:	Ammunition
Contractor Name:	GT Distributors & Precision Delta
Contract Number:	GA140000074
Contract Period:	5/27/14 – 3/31/17
Contract Period Amount	\$1,200,000 each and combined*
Extension Options:	None
Requisition Number:	14031100250
Solicitation Number:	N/A – BuyBoard Contract 432-13
Agenda Item Number:	36
Council Approval Date:	5/22/14

Thank you for your interest in doing business with the City of Austin. If you have any questions regarding this contract, please contact the person referenced under Department Contact Person above.

Sincerely,

Erin D'Vincent
Purchasing Office

*The amount of \$1,200,000 is to be used among both GT Distributors and Precision Delta Corp for the term of the contract. Each vendor is not independently being awarded \$1,200,000.

**CONTRACT BETWEEN THE CITY OF AUSTIN ("City")
AND
Precision Delta Corp ("Contractor")
for
Ammunition
MA-8700-GA140000074**

This Contract is between Precision Delta Corp. having offices at Ruleville, MS 38771 and the City, a home-rule municipality incorporated by the State of Texas, and is effective on 5/27/14. Solicitation requirements are met by using Contractor's BuyBoard Contract No. 432-13.

1.1 This Contract is composed of the following documents:

- 1.1.1 BuyBoard Contract No. 432-13
- 1.1.2 This Contract
- 1.1.3 Exhibit A, Supplemental Terms
- 1.1.4 Exhibit B, Precision Delta Corp. Quote, dated 3/12/14, including subsequent clarifications

1.2 Order of Precedence. Any inconsistency or conflict in the Contract documents shall be resolved by giving precedence in the following order:

- 1.2.1 BuyBoard Contract No. 432-13 as referenced in Section 1.1.1
- 1.2.2 This Contract
- 1.2.3 Supplemental Terms as referenced in Section 1.1.3
- 1.2.4 The Contractor's Offer as referenced in Section 1.1.4, including subsequent clarifications

1.3 Quantity. Quantity of goods or services as described in Exhibit B.

1.4 Term of Contract. The Contract shall be in effect until 3/31/17, subject to the cooperative contract.

1.5 Compensation. The Contractor shall be paid a total Not-to-Exceed amount of \$1,200,000 each and combined for the Contract term.

This Contract (including any Exhibits) constitutes the entire agreement of the parties regarding the subject matter of this Contract and supersedes all prior and contemporaneous agreements and understandings, whether written or oral, relating to such subject matter. This Contract may be altered, amended, or modified only by a written instrument signed by the duly authorized representatives of both parties.

In witness whereof, the City has caused a duly authorized representative to execute this Contract on the date set forth below.

Precision Delta Corp.

Patricia Lott

Printed Name of Authorized Person

Patricia Lott

Signature

Vice President

Title:

5-28-14

Date:

CITY OF AUSTIN

Erin D'Vincent

Printed Name of Authorized Person

Erin D'Vincent

Signature

Senior Buyer

Title:

5-28-14

Date:

CITY OF AUSTIN

Approved By:

Sai Xoomsai Purcell

Printed Name of Authorized Person

Sai Xoomsai Purcell

Signature

Senior Buyer Specialist

Title:

5-28-14

Date:

Exhibit A - Supplemental Terms

Exhibit B - Precision Delta Corp.'s Quote dated 3/12/14

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

The following Supplemental Purchasing Provisions apply:

1. **INSURANCE:** Insurance is required.

A. **General Requirements:** See Section 0300, Standard Purchase Terms and Conditions, paragraph 32, entitled Insurance, for general insurance requirements.

- i. The Contractor shall provide a Certificate of Insurance as verification of coverages required below to the City at the below address prior to contract execution and within 14 calendar days after written request from the City. Failure to provide the required Certificate of Insurance may subject the Offer to disqualification from consideration for award
- ii. The Contractor shall not commence work until the required insurance is obtained and until such insurance has been reviewed by the City. Approval of insurance by the City shall not relieve or decrease the liability of the Contractor hereunder and shall not be construed to be a limitation of liability on the part of the Contractor.
- iii. The Contractor must also forward a Certificate of Insurance to the City whenever a previously identified policy period has expired, or an extension option or holdover period is exercised, as verification of continuing coverage.
- iv. The Certificate of Insurance, and updates, shall be mailed to the following address:

City of Austin Purchasing Office
P. O. Box 1088
Austin, Texas 78767

B. **Specific Coverage Requirements:** The Contractor shall at a minimum carry insurance in the types and amounts indicated below for the duration of the Contract, including extension options and hold over periods, and during any warranty period. These insurance coverages are required minimums and are not intended to limit the responsibility or liability of the Contractor.

- i. **Worker's Compensation and Employers' Liability Insurance:** Coverage shall be consistent with statutory benefits outlined in the Texas Worker's Compensation Act (Section 401). The minimum policy limits for Employer's Liability are \$100,000 bodily injury each accident, \$500,000 bodily injury by disease policy limit and \$100,000 bodily injury by disease each employee.
 - (1) The Contractor's policy shall apply to the State of Texas and include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Form WC420304, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Form WC420601, or equivalent coverage
- ii. **Commercial General Liability Insurance:** The minimum bodily injury and property damage per occurrence are \$500,000 for coverages A (Bodily Injury and Property Damage) and B (Personal and Advertising Injury).
 - (1) The policy shall contain the following provisions:
 - (a) Contractual liability coverage for liability assumed under the Contract and all other Contracts related to the project.
 - (b) Contractor/Subcontracted Work.
 - (c) Products/Completed Operations Liability for the duration of the warranty period.
 - (d) If the project involves digging or drilling provisions must be included that provide Explosion, Collapse, and/or Underground Coverage.
 - (2) The policy shall also include these endorsements in favor of the City of Austin:
 - (a) Waiver of Subrogation, Endorsement CG 2404, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CG 0205, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CG 2010, or equivalent coverage
- iii. **Business Automobile Liability Insurance:** The Contractor shall provide coverage for all owned, non-owned and hired vehicles with a minimum combined single limit of \$500,000 per

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

occurrence for bodily injury and property damage. Alternate acceptable limits are \$250,000 bodily injury per person, \$500,000 bodily injury per occurrence and at least \$100,000 property damage liability per accident.

- (1) The policy shall include these endorsements in favor of the City of Austin:
- (a) Waiver of Subrogation, Endorsement CA0444, or equivalent coverage
 - (b) Thirty (30) days Notice of Cancellation, Endorsement CA0244, or equivalent coverage
 - (c) The City of Austin listed as an additional insured, Endorsement CA2048, or equivalent coverage.

- C. **Endorsements:** The specific insurance coverage endorsements specified above, or their equivalents must be provided. In the event that endorsements, which are the equivalent of the required coverage, are proposed to be substituted for the required coverage, copies of the equivalent endorsements must be provided for the City's review and approval.

Note: If delivery is made by common carrier, then the requirements for Workers Compensation and Business Automobile insurance listed in Sections 3.B.i and 3.B.iii do not apply. The selected vendor must submit a statement on the planned method of shipment.

2. **TERM OF CONTRACT:**

- A. The Contract shall be in effect until the expiration of the BuyBoard contract on 3/31/2017.
- B. Upon expiration of the initial term or period of extension, the Contractor agrees to hold over under the terms and conditions of this agreement for such a period of time as is reasonably necessary to re-solicit and/or complete the project (not to exceed 120 days unless mutually agreed on in writing).
- C. Upon written notice to the Contractor from the City's Purchasing Officer or his designee and acceptance of the Contractor, the term of this contract shall be extended on the same terms and conditions for an additional period as indicated in paragraph A above.
- D. Prices are firm and fixed for the first 12 months. Thereafter, price changes are subject to the Economic Price Adjustment provisions of this Contract.

3. **QUANTITIES:** The quantities listed herein are estimates for the period of the Contract. The City reserves the right to purchase more or less of these quantities as may be required during the Contract term. Quantities will be as needed and specified by the City for each order. Unless specified in the solicitation, there are no minimum order quantities.

4. **DELIVERY REQUIREMENTS:**

Location:

Days: M – F 8 AM – 3 PM

Austin Police Department Training Academy

4800 Shaw Lane

Austin, TX 78744

- A. Delivery is to be made within 5 calendar days after the order is placed (either verbally or in writing). All orders must be shipped complete unless arrangements for partial shipments are made in advance.
- B. The Contractor shall provide, with each delivery, a Shipping or Delivery Ticket showing the description of each item, quantity, and unit price.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

- C. The Contractor shall confirm the quantity to be shipped on all orders within two (2) hours of notification by phone from the City.
- D. Unless requested by the City, deliveries shall not be made on City-recognized legal holidays (see paragraph 51 in Section 0300).

5. **INVOICES and PAYMENT:** (reference paragraphs 12 and 13 in Section 0300)

- A. Invoices shall contain a unique invoice number and the information required in Section 0300, paragraph 12, entitled "Invoices." Invoices received without all required information cannot be processed and will be returned to the vendor.

Invoices shall be mailed to the below address:

	City of Austin
Department	Austin Police Department
Attn:	Financial Management
Address	P.O. Box 1629
City, State Zip Code	Austin, TX 78767

- B. The Contractor agrees to accept payment by either credit card, check or Electronic Funds Transfer (EFT) for all goods and/or services provided under the Contract. The Contractor shall factor the cost of processing credit card payments into the Offer. There shall be no additional charges, surcharges, or penalties to the City for payments made by credit card.

6. **PUBLISHED PRICE LISTS:**

- A. Offerors may quote using published price lists in the following ways:
 - i. Offerors may quote one discount from a Published Price List for all offered items to be covered in the Contract. The discount must remain firm during the life of the Contract.
 - ii. Offerors may quote their dealer cost, plus a percentage markup to be added to the cost. The percentage markup must remain firm during the life of the contract.
- B. Two (2) copies of the list upon which the discounts or markups are based shall be submitted with the Offer. All price lists identified in the Offer shall clearly include the Offeror's name and address, the solicitation number, prices, title of the discount and number, and the latest effective date of the price list. If the Offer is based on a discount or markup on a manufacturer's price list, the price list must also include the manufacturer's name, the manufacturer's latest effective date, and the manufacturer's price schedule. All price lists submitted become part of the Offer.
- C. The price list may be superseded or replaced during the Contract term only if price revisions are the result of the manufacturer's official price list revision. Written notification from the Contractor of price changes, along with two (2) copies of the revised list must be submitted to the Buyer in the Purchasing Office with the effective date of change to be at least 30 calendar days (30 unless a different period is inserted) after written notification. The City reserves the right to refuse any list revision.
- D. The discounts or markups on equipment rental, material, supplies, parts, and contract services shall be fixed throughout the term of the Contract, and are not subject to increase.
- E. Failure to submit written notification of price list revisions will result in the rejection of new prices being invoiced. The City will only pay invoices according to the last approved price list.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

7. ECONOMIC PRICE ADJUSTMENT:

- A. **Price Adjustments:** Prices shown in this Contract shall remain firm for the first 12 months of the Contract. After that, in recognition of the potential for fluctuation of the Contractor's cost, a price adjustment (increase or decrease) may be requested by either the City or the Contractor on the anniversary date of the Contract or as may otherwise be specified herein. The percentage change between the contract price and the requested price shall not exceed the percentage change between the specified index in effect on the date the solicitation closed and the most recent, non-preliminary data at the time the price adjustment is requested. Prices for products or services unaffected by verifiable cost trends shall not be subject to adjustment.
- B. **Effective Date:** Approved price adjustments will go into effect on the first day of the upcoming renewal period or anniversary date of contract award and remain in effect until contract expiration unless changed by subsequent amendment.
- C. **Adjustments:** A request for price adjustment must be made in writing and submitted to the other Party prior to the yearly anniversary date of the Contract; adjustments may only be considered at that time unless otherwise specified herein. Requested adjustments must be solely for the purpose of accommodating changes in the Contractor's direct costs. Contractor shall provide an updated price listing once agreed to adjustment(s) have been approved by the parties.
- D. **Indexes:** In most cases an index from the Bureau of Labor Standards (BLS) will be utilized; however, if there is more appropriate, industry recognized standard then that index may be selected.
- i. The following definitions apply:
- (1) **Base Period:** Month and year of the original contracted price (the solicitation close date).
 - (2) **Base Price:** Initial price quoted, proposed and/or contracted per unit of measure.
 - (3) **Adjusted Price:** Base Price after it has been adjusted in accordance with the applicable index change and instructions provided.
 - (4) **Change Factor:** The multiplier utilized to adjust the Base Price to the Adjusted Price.
 - (5) **Weight %:** The percent of the Base Price subject to adjustment based on an index change.
- ii. **Adjustment-Request Review:** Each adjustment-request received will be reviewed and compared to changes in the index(es) identified below. Where applicable:
- (1) Utilize final Compilation data instead of Preliminary data
 - (2) If the referenced index is no longer available shift up to the next higher category index.
- iii. **Index Identification:** Complete table as they may apply.

Weight % or \$ of Base Price: 100%	
Database Name: Producer Price Index Industry Data	
Series ID: PCU332993332993	
<input checked="checked" type="checkbox"/> Not Seasonally Adjusted	<input type="checkbox"/> Seasonally Adjusted
Geographical Area: ALL	
Description of Series ID: Ammunition, except small arms, mfg	
This Index shall apply to the following items of the contract: ALL	

- E. **Calculation:** Price adjustment will be calculated as follows:

Single Index: Adjust the Base Price by the same factor calculated for the index change.

Exhibit A
CITY OF AUSTIN
PURCHASING OFFICE
SUPPLEMENTAL PURCHASE PROVISIONS

Index at time of calculation
Divided by index on solicitation close date
Equals Change Factor
Multiplied by the Base Rate
Equals the Adjusted Price

F. If the requested adjustment is not supported by the referenced index, the City, as its sole discretion, may consider approving an adjustment on fully documented market increases.

8. **INTERLOCAL PURCHASING AGREEMENTS:** (applicable to competitively procured goods/services contracts).

- A. The City has entered into Interlocal Purchasing Agreements with other governmental entities, pursuant to the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code. The Contractor agrees to offer the same prices and terms and conditions to other eligible governmental agencies that have an interlocal agreement with the City.
- B. The City does not accept any responsibility or liability for the purchases by other governmental agencies through an interlocal cooperative agreement.

9. **CONTRACT MANAGER:** The following person is designated as Contract Manager, and will act as the contact point between the City and the Contractor during the term of the Contract:

Irene Sanchez

irene.sanchez@austintexas.gov

(512) 974-5078

City of Austin, Texas
EQUAL EMPLOYMENT/FAIR HOUSING OFFICE
NON-DISCRIMINATION CERTIFICATION
SOLICITATION NO. N/A

City of Austin, Texas
Human Rights Commission

To: City of Austin, Texas, ("OWNER")

I hereby certify that our firm conforms to the Code of the City of Austin, Section 5-4-2 as reiterated below:

Chapter 5-4. Discrimination in Employment by City Contractors.

Sec. 4-2 Discriminatory Employment Practices Prohibited. As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations and agrees:

- (B) (1) Not to engage in any discriminatory employment practice defined in this chapter.
- (2) To take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without discrimination being practiced against them as defined in this chapter. Such affirmative action shall include, but not be limited to: all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising; selection for training and apprenticeship, rates of pay or other form of compensation, and layoff or termination.
- (3) To post in conspicuous places, available to employees and applicants for employment, notices to be provided by OWNER setting forth the provisions of this chapter.
- (4) To state in all solicitations or advertisements for employees placed by or on behalf of the Contractor, that all qualified applicants will receive consideration for employment without regard to race, creed, color, religion, national origin, sexual orientation, gender identity, disability, veteran status, sex or age.
- (5) To obtain a written statement from any labor union or labor organization furnishing labor or service to Contractors in which said union or organization has agreed not to engage in any discriminatory employment practices as defined in this chapter and to take affirmative action to implement policies and provisions of this chapter.
- (6) To cooperate fully with OWNER's Human Rights Commission in connection with any investigation or conciliation effort of said Human Rights Commission to ensure that the purpose of the provisions against discriminatory employment practices are being carried out.
- (7) To require compliance with provisions of this chapter by all subcontractors having fifteen or more employees who hold any subcontract providing for the expenditure of \$2,000 or more in connection with any contract with OWNER subject to the terms of this chapter.

For the purposes of this Offer and any resulting Contract, Contractor adopts the provisions of the City's Minimum Standard Nondiscrimination Policy set forth below.

City of Austin
Minimum Standard Non-Discrimination in Employment Policy:

As an Equal Employment Opportunity (EEO) employer, the Contractor will conduct its personnel activities in accordance with established federal, state and local EEO laws and regulations.

The Contractor will not discriminate against any applicant or employee based on race, creed, color, national origin, sex, age, religion, veteran status, gender identity, disability, or sexual orientation. This policy covers all aspects of employment, including hiring, placement, upgrading, transfer, demotion, recruitment, recruitment advertising, selection for training and apprenticeship, rates of pay or other forms of compensation, and layoff or termination.

Further, employees who experience discrimination, sexual harassment, or another form of harassment should immediately report it to their supervisor. If this is not a suitable avenue for addressing their complaint, employees are advised to contact another member of management or their human resources representative. No employee shall be discriminated against, harassed, intimidated, nor suffer any reprisal as a result of reporting a violation of this policy. Furthermore, any employee, supervisor, or manager who becomes aware of any such discrimination or harassment should immediately report it to executive management or the human resources office to ensure that such conduct does not continue.

Contractor agrees that to the extent of any inconsistency, omission, or conflict with its current non-discrimination employment policy, the Contractor has expressly adopted the provisions of the City's Minimum Non-Discrimination Policy contained in Section 5-4-2 of the City Code and set forth above, as the Contractor's Non-Discrimination Policy or as an amendment to such Policy and such provisions are intended to not only supplement the Contractor's policy, but will also supersede the Contractor's policy to the extent of any conflict.

UPON CONTRACT AWARD, THE CONTRACTOR SHALL PROVIDE A COPY TO THE CITY OF THE CONTRACTOR'S NON-DISCRIMINATION POLICY ON COMPANY LETTERHEAD, WHICH CONFORMS IN FORM, SCOPE, AND CONTENT TO THE CITY'S MINIMUM NON-DISCRIMINATION POLICY, AS SET FORTH HEREIN, OR THIS NON-DISCRIMINATION POLICY, WHICH HAS BEEN ADOPTED BY THE CONTRACTOR FOR ALL PURPOSES (THE FORM OF WHICH HAS BEEN APPROVED BY THE CITY'S EQUAL EMPLOYMENT/FAIR HOUSING OFFICE), WILL BE CONSIDERED THE CONTRACTOR'S NON-DISCRIMINATION POLICY WITHOUT THE REQUIREMENT OF A SEPARATE SUBMITTAL.

Sanctions:

Our firm understands that non-compliance with Chapter 5-4 may result in sanctions, including termination of the contract and suspension or debarment from participation in future City contracts until deemed compliant with the requirements of Chapter 5-4.

Term:

The Contractor agrees that this Section 0800 Non-Discrimination Certificate or the Contractor's separate conforming policy, which the Contractor has executed and filed with the Owner, will remain in force and effect for one year from the date of filing. The Contractor further agrees that, in consideration of the receipt of continued Contract payments, the Contractor's Non-Discrimination Policy will automatically renew from year-to-year for the term of the underlying Contract.

Dated this 18th day of April, 2014

CONTRACTOR

Authorized Signature

Title

Precision Delta Corp
Patricia Zalt
Vice President

City of Austin, Texas
NON-SUSPENSION OR DEBARMENT CERTIFICATION
SOLICITATION NO. N/A

The City of Austin is prohibited from contracting with or making prime or sub-awards to parties that are suspended or debarred or whose principals are suspended or debarred from Federal, State, or City of Austin Contracts. Covered transactions include procurement contracts for goods or services equal to or in excess of \$25,000.00 and all non-procurement transactions. This certification is required for all Vendors on all City of Austin Contracts to be awarded and all contract extensions with values equal to or in excess of \$25,000.00 or more and all non-procurement transactions.

The Offeror hereby certifies that its firm and its principals are not currently suspended or debarred from bidding on any Federal, State, or City of Austin Contracts.

Contractor's Name: Precision Delta Grp

Signature of Officer
or Authorized
Representative: Patricia Lott Date: 4-18-14

Printed Name: Patricia Lott

Title: Vice President

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT
SOLICITATION NO. N/A**

**FOR
Ammunition**

State of Texas

County of Travis

The undersigned "Affiant" is a duly authorized representative of the Offeror for the purpose of making this Affidavit, and, after being first duly sworn, has deposed and stated and hereby deposes and states, to the best of his or her personal knowledge and belief as follows:

The term "**Offeror**", as used herein, includes the individual or business entity submitting the Offer and for the purpose of this Affidavit includes the directors, officers, partners, managers, members, principals, owners, agents, representatives, employees, other parties in interest of the Offeror, and anyone or any entity acting for or on behalf of the Offeror, including a subcontractor in connection with this Offer.

- 1. Anti-Collusion Statement.** The Offeror has not in any way directly or indirectly:
 - a. colluded, conspired, or agreed with any other person, firm, corporation, Offeror or potential Offeror to the amount of this Offer or the terms or conditions of this Offer.
 - b. paid or agreed to pay any other person, firm, corporation Offeror or potential Offeror any money or anything of value in return for assistance in procuring or attempting to procure a contract or in return for establishing the prices in the attached Offer or the Offer of any other Offeror.
- 2. Preparation of Solicitation and Contract Documents.** The Offeror has not received any compensation or a promise of compensation for participating in the preparation or development of the underlying Solicitation or Contract documents. In addition, the Offeror has not otherwise participated in the preparation or development of the underlying Solicitation or Contract documents, except to the extent of any comments or questions and responses in the solicitation process, which are available to all Offerors, so as to have an unfair advantage over other Offerors, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 3. Participation in Decision Making Process.** The Offeror has not participated in the evaluation of Offers or other decision making process for this Solicitation, and, if Offeror is awarded a Contract hereunder, no individual, agent, representative, consultant, subcontractor, or subconsultant associated with Offeror, who may have been involved in the evaluation or other decision making process for this Solicitation, will have any direct or indirect financial interest in the Contract, provided that the Offeror may have provided relevant product or process information to a consultant in the normal course of its business.
- 4. Present Knowledge.** Offeror is not presently aware of any potential or actual conflicts of interest regarding this Solicitation, which either enabled Offeror to obtain an advantage over other Offerors or would prevent Offeror from advancing the best interests of the City in the course of the performance of the Contract.
- 5. City Code.** As provided in Sections 2-7-61 through 2-7-65 of the City Code, no individual with a substantial interest in Offeror is a City official or employee or is related to any City official or employee within the first or second degree of consanguinity or affinity.
- 6. Chapter 176 Conflict of Interest Disclosure.** In accordance with Chapter 176 of the Texas Local Government Code, the Offeror:
 - a. does not have an employment or other business relationship with any local government officer of the City or a family member of that officer that results in the officer or family member receiving taxable income;

**CITY OF AUSTIN
NON-COLLUSION,
NON-CONFLICT OF INTEREST, AND ANTI-LOBBYING AFFIDAVIT**

- b. has not given a local government officer of the City one or more gifts, other than gifts of food, lodging, transportation, or entertainment accepted as a guest, that have an aggregate value of more than \$250 in the twelve month period preceding the date the officer becomes aware of the execution of the Contract or that OWNER is considering doing business with the Offeror.
- c. as required by Chapter 176 of the Texas Local Government Code, Offeror must file a Conflict of Interest Questionnaire with the Office of the City Clerk no later than 5:00 P.M. on the seventh (7th) business day after the commencement of contract discussions or negotiations with the City or the submission of an Offer, or other writing related to a potential Contract with the City. The questionnaire is available on line at the following website for the City Clerk:

<http://www.austintexas.gov/department/conflict-interest-questionnaire>

There are statutory penalties for failure to comply with Chapter 176.

If the Offeror cannot affirmatively swear and subscribe to the forgoing statements, the Offeror shall provide a detailed written explanation in the space provided below or, as necessary, on separate pages to be annexed hereto.

7. **Anti-Lobbying Ordinance.** As set forth in the Solicitation Instructions, Section 0200, paragraph 7N, between the date that the Solicitation was issued and the date of full execution of the Contract, Offeror has not made and will not make a representation to a City official or to a City employee, other than the Authorized Contact Person for the Solicitation, except as permitted by the Ordinance.

OFFEROR'S EXPLANATION:

Contractor's Name: Precision Delta Grp.

Printed Name: Patricia Lott

Title: Vice President

Signature of Officer or Authorized Representative: Patricia Lott

Subscribed and sworn to before me this 21st day of April, 2014.


Notary Public

My Commission Expires



City of Austin, Texas
NONRESIDENT BIDDER PROVISIONS
SOLICITATION NO. N/A

- A. Bidder must answer the following questions in accordance with Vernon's Texas Statutes and Codes Annotated Government Code 2252.002, as amended:

Is the Bidder that is making and submitting this Bid a "Resident Bidder" or a "Non-resident Bidder"?

Answer: Non Resident Bidder

(1) Texas Resident Bidder – A Bidder whose principal place of business is in Texas and includes a Contractor whose ultimate parent company or majority owner has its principal place of business in Texas.

(2) Nonresident Bidder – A Bidder who is not a Texas Resident Bidder.

- B. If the Bidder is a "Nonresident Bidder" does the state, in which the Nonresident Bidder's principal place of business is located, have a law requiring a Nonresident Bidder of that state to bid a certain amount or percentage under the Bid of a Resident Bidder of that state in order for the nonresident Bidder of that state to be awarded a Contract on such bid in said state.

Answer: NO
Mississippi Which State:

- C. If the answer to Question B is "yes", then what amount or percentage must a Texas Resident Bidder bid under the bid price of a Resident Bidder of that state in order to be awarded a Contract on such bid in said state?

Answer: _____

Bidder's Name: _____

Signature of Officer or
Authorized
Representative:

Patricia Lott Date: 4-18-14

Printed Name: Patricia Lott

Title: Vice President