

**Fort Bend County Tabulation
Bid 21-093
Law Enforcement Ammunition**

Term: through September 30, 2022

Recommendation: Low Bidder per Item

Description	Lawson Number	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days	Lawson Number	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days
		Vendor										
		G T Distributors, Inc.							TXAT, Inc.			
9.1: 9-MM Luger L9MM2, 23718, 124		Item Removed										
Manufacturer Name and Number of or equal to product below:												
9.2: 9-MM Luger TP, 29351, GSB9MMD 124		50	N/A	500	\$ 364.76	90-270 days		50	\$ 15.66	500	\$ 156.60	150 days
Manufacturer Name and Number of or equal to product below:												
Remington GSB9MMD						Aguila Ammunition 1E092112 9mm 117 Grain Jacketed Hollow Point						
9.3: 38 SPL L38S11 158 GR., LRN, L3855, 23724		Item Removed										
Manufacturer Name and Number of or equal to product below:												
9.4: 5.56 NATO, 53 GR, GMX #81275, TAP Patrol		20	N/A	200	\$ 219.02	60-120 days			No Bid			
Manufacturer Name and Number of or equal to product below:												
HORNADY 81275												


Description	Lawson Number	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days	Lawson Number	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days
		Vendor										
		G T Distributors, Inc.						TXAT, Inc.				
9.5: 308 win. #80965, 168GR, A-MAX Tap HORNADY No Sub		20	N/A	200	\$ 262.63	60-120 days			No Bid			
9.6: 308 win. #80715, 168GR, ELD Tap AR HORNADY No Sub		20	N/A	200	\$ 262.63	60-120 days			No Bid			
9.7: 9MM LUGER tP #90225, 135 GR, Critical Duty HORNADY No Sub		50	N/A	500	\$ 276.38	60-120 days			No Bid			
9.8: 5.56mm NATO M193, 55 GR, FMJ HORNADY No Sub		20	N/A	500	\$ 218.83	60-120 days			No Bid			



COUNTY PURCHASING AGENT
Fort Bend County, Texas
Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	G T DISTRIBUTORS, INC.		
Business Name (if different from legal name)			
Federal ID # or S.S. #		DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 49
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	P.O BOX 16080		
City/State/Zip	AUSTIN, TEXAS 78761		
Physical Address	2545 BROCKTON DRIVE SUITE 100		
City/State/Zip	AUSTIN, TEXAS 78758		
Phone/Fax Number	Phone: 512-451-8298 Fax: 800-480-5843		
Contact Person	JAMES JOHNSON		
E-mail	JAMES.JOHNSON@GTDIST.COM		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business _____ Certification # _____ WBE-Women's Business Enterprise _____ Certification # _____		
Company's gross annual receipts	<\$500,000 _____		\$500,000-\$4,999,999 _____
	\$5,000,000-\$16,999,999 _____		\$17,000,000-\$22,399,999 _____
	>\$22,400,000 <input checked="" type="checkbox"/> _____		
NAICs codes (Please enter all that apply)	453998, 448190-33, 448190-3, 4539984, 4481903		
Signature of Authorized Representative			
Printed Name	DAVD CURTIS		
Title	BIDS MANAGER		
Date	7/2/21		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE

ORIGINAL

*Fort Bend County, Texas
Invitation for Bid*



*Law Enforcement Ammunition
BID 21-093*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, July 6, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-093
LAW ENFORCEMENT AMMUNITION

*ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.*

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.


Prepared: 6/14/21
Issued: 06/20/21

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

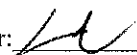
Initials of Bidder: 

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, June 29, 2021 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Vendors bidding "or equal" items are required to provide manufacturer's specifications of both, the specified item and the "equal to" item, and documentation proving equality. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other

Initials of Bidder:



person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

Initials of Bidder:

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- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval

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by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) month term of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 Seller to Package Goods: Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

Initials of Bidder: 

- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County

Initials of Bidder: 

may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for

Initials of Bidder:



protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.
- In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.
- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the

Initials of Bidder:



trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 Applicable Law: This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 Advertising: Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 Right to Assurance: Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 Venue: Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 Prohibition Against Personal Interest in Contracts: No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to supply law enforcement ammunition, which meets or exceeds the specifications contained herein.

4.0 TERM OF CONTRACT:

The term of this contract is for the **period through September 30, 2022**, renewable annually for five (5) years (through September, 2026) under the same terms and conditions if mutually agreeable by

Initials of Bidder:

La

both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B21-093.
- 5.2.3 Description is the title of the solicitation: Law Enforcement Ammunition.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.


6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

Initials of Bidder: 

8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 SPECIFICATIONS AND BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. Items 9.1 through 9.4 are to be bid as specified or include the manufacturer name and number of an equal product. Items 9.5 through 9.8 are to be bid providing the Manufacturer Name and Number specified. See Name Brand Clause 1.18. All ammunition must be new and delivered in the original manufacturer's packaging. Minimum orders are not permitted.

10.0 DELIVERY:

Delivery of all items ordered must be completed within one hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. If order cannot be fulfilled within this time frame, vendor is required to inform Fort Bend County Purchasing. Delivery must be made to the department listed on the purchase order.


11.0 AWARD:

This contract will be awarded to the low bidder meeting specifications per item.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission along with any other documentation as stated herein:

- 12.1 Vendor Form
- 12.2 W9 Form
- 12.3 Tax Form/Debt/Residence Certification
- 12.4 Flash Drive or CD of Excel Pricing Form
- 12.5 PDF Copy of Pricing Form

Initials of Bidder: 

**Contract Sheet
Bid 21-093**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 3 day of August, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
G T DISTRIBUTORS, INC. (hereinafter designated Contractor).
(company name)

WITNESSETH:

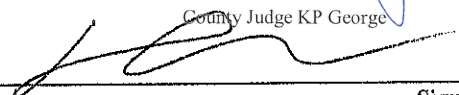
The Contractor and the County agree that the bid and specifications for **Law Enforcement Ammunition** which
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and described;
the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3 day of August 2021.

Fort Bend County, Texas

By: 
County Judge, KP George

By: 
Signature of Contractor

By: DAVID CURTIS BIDS MANAGER
Printed Name and Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. G T Distributors, Inc.	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input type="checkbox"/> Individual/sole proprietor or single-member LLC <input checked="" type="checkbox"/> C Corporation <input type="checkbox"/> S Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Trust/estate <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 2545 Brockton Dr., Ste 100	Requester's name and address (optional):
	6 City, state, and ZIP code Austin, TX 78758	
	7 List account number(s) here (optional)	

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
OR	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 1/4/21
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (Interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.): [REDACTED]

Company Name submitting Bid/Proposal: G T DISTRIBUTORS, INC.

Mailing Address: P.O BOX 16080 AUSTIN, TEXAS 78761

Are you registered to do business in the State of Texas? ☒ Yes No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

Fort Bend County Tax Acct. No.*

Property address or location**

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No

If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

☒ I certify that G T DISTRIBUTORS, INC. is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code §2252.001 and our principal place of business is _____.
[Company Name] [City and State]

Fort Bend County Pricing Form
Bid 21-093
Law Enforcement Ammunition

Term: through September 30, 2022

Vendor Name: G T DISTRIBUTORS, INC.						
Description (no substitute)	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days	Number of Cases Purchased in 2020 Budget Year
(only 4 decimal places are permitted)						
9.1: 9-MM Luger L9MM2, 23718, 124 REMINGTON	50	N/A	500	\$188.96	90- 270	NA
Provide Manufacturer Name and Number of or equal to product below:						
Remington LL9MM2						
9.2: 9-MM Luger TP, 29351, GSB9MMD 124 REMINGTON	50	N/A	500	\$364.76	90- 270	NA
Provide Manufacturer Name and Number of or equal to product below:						
Remington GSB9MMD						
9.3: 38 SPL L38S11 158 GR., LRN, L3855, 23724 REMINGTON	50	N/A	500	\$224.39	90- 270	NA
Provide Manufacturer Name and Number of or equal to product below:						
Remington L38S11						
9.4: 5.56 NATO, 53 GR, GMX #81275, TAP Patrol REMINGTON	20	N/A	200	\$219.02	60- 120	500
Provide Manufacturer Name and Number of or equal to product below:						
Homady 81275						
9.5: 308 win. #80965, 168GR, A-MAX Tap Manufacturer: HORNADY No Sub	20	N/A	200	\$262.63	60- 120	NA
9.6: 308 win. #80715, 168GR, ELD Tap AR Manufacturer: HORNADY No Sub	20	N/A	200	\$262.63	60- 120	NA
9.7: 9MM LUGER tP #90225, 135 GR, Critical Duty Manufacturer: HORNADY No Sub	50	N/A	500	\$276.38	60- 120	NA
9.8: 5.56mm NATO M193, 55 GR, FMJ Manufacturer: HORNADY No Sub	20	N/A	500	\$218.83	60- 120	NA



Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

Safety Data Sheet

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Date of issue: 09/11/2019

Revision date: 11/04/2020

Version: 3.0

SECTION 1: Identification

1.1. Identification

Product form : Article
Product name : Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets
Synonyms : Golden Saber®, Golden Saber® Bonded, Golden Saber® Black Belt®; Ultimate Defense Handgun (Full size and compact); HTP (High Terminal Performance); Performance Wheelgun™; UMC® Leadless Handgun; UMC®; Centerfire pistol & revolver proof loads.

1.2. Recommended use and restrictions on use

Recommended use : Ammunition
Restrictions on use : Uses other than listed on the manufacturer product label

1.3. Supplier

Ammunition Operations, LLC d/b/a Remington Ammunition
2592 AR Hwy 15N
Lonoke, AR 72086
T 1-800-635-7656

1.4. Emergency telephone number

Emergency number : CHEMTREC 1-800-424-9300 (Inside US), 01-703-527-3887 (Outside the US) Day or night
(Transportation Incidents Only)

SECTION 2: Hazard(s) identification

2.1. Classification of the substance or mixture

GHS US classification

Expl. 1.4 H204 Fire or projection hazard
Carc. 1B H350 May cause cancer

Full text of hazard classes and H-statements : see section 16

2.2. GHS Label elements, including precautionary statements

GHS US labeling

Hazard pictograms (GHS US) :



Signal word (GHS US) :

Danger

Hazard statements (GHS US) :

H204 - Fire or projection hazard
H350 - May cause cancer

Precautionary statements (GHS US) :

P201 - Obtain special instructions before use.
P202 - Do not handle until all safety precautions have been read and understood.
P210 - Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking.
P240 - Ground/Bond container and receiving equipment.
P250 - Do not subject to grinding/shock/friction.
P280 - Wear protective gloves/protective clothing/eye protection/face protection.
P308+P313 - If exposed or concerned: Get medical advice/attention.
P370+P380 - In case of fire: Evacuate area.
P372 - Explosion risk in case of fire.
P373 - DO NOT fight fire when fire reaches explosives.
P374 - Fight fire with normal precautions from a reasonable distance.
P401 - Store in accordance with local regulations on explosives.
P405 - Store locked up.
P501 - Dispose of contents/container to hazardous or special waste collection point, in accordance with local, regional, national and/or international regulation.

2.3. Other hazards which do not result in classification

Other hazards not contributing to the classification :

This product is considered an explosive article. Each product covered by this Safety Data Sheet is sealed ammunition. The ammunition contains hazardous substances, which under normal conditions of use are not in contact with the user. If the item is fractured or intentionally

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

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disassembled prior to actuation, exposure to the contents of this ammunition may cause the following health effects. Toxic if swallowed or in contact with skin and harmful if inhaled, and may damage organs through repeated exposure. May be harmful to aquatic life with long lasting effects.

2.4. Unknown acute toxicity (GHS US)

Not applicable

SECTION 3: Composition/Information on ingredients

3.1. Substances

Not applicable

3.2. Mixtures

Name	Product Identifier	%	GHS US classification
Lead	(CAS-No.) 7439-92-1	20 - 75	Carc. 1B, H350
Copper	(CAS-No.) 7440-50-8	17 - 50	Not classified
Nitrocellulose	(CAS-No.) 9004-70-0	0.5 - 10	Expl. 1.1, H201
Antimony	(CAS-No.) 7440-36-0	0 - 2	Not classified
Nitroglycerin	(CAS-No.) 55-63-0	0 - 2	Unst. Expl. H200 Acute Tox. 2 (Oral), H300 Acute Tox. 1 (Dermal), H310 Acute Tox. 2 (Inhalation:dust,mist), H330 STOT RE 2, H373 Aquatic Chronic 2, H411
1,3-Benzenediol, 2,4,6-trinitro-, lead salt	(CAS-No.) 15245-44-0	< 0.2	Unst. Expl. H200 Acute Tox. 4 (Oral), H302 Acute Tox. 4 (Inhalation:dust,mist), H332 Carc. 1B, H350 STOT RE 2, H373 Aquatic Acute 1, H400 Aquatic Chronic 1, H410

Full text of hazard classes and H-statements : see section 16

SECTION 4: First-aid measures

4.1. Description of first aid measures

- First-aid measures general : IF exposed or concerned: Get medical advice/attention. If you feel unwell, seek medical advice (show the label where possible).
- First-aid measures after inhalation : Remove person to fresh air and keep comfortable for breathing.
- First-aid measures after skin contact : Wash skin with plenty of water.
- First-aid measures after eye contact : Rinse eyes with water as a precaution.
- First-aid measures after ingestion : Call a poison center/doctor/physician if you feel unwell.

4.2. Most important symptoms and effects (acute and delayed)

- Symptoms/effects : Not expected to present a significant hazard under anticipated conditions of normal use.
- Chronic symptoms : May cause cancer.

4.3. Immediate medical attention and special treatment, if necessary

Not applicable.

SECTION 5: Fire-fighting measures

5.1. Suitable (and unsuitable) extinguishing media

- Suitable extinguishing media : Water spray. Dry powder. Foam.
- Unsuitable extinguishing media : Not determined.

5.2. Specific hazards arising from the chemical

- Explosion hazard : Explosion risk in case of fire.

5.3. Special protective equipment and precautions for fire-fighters

- Firefighting instructions : Evacuate area. Do not fight fire when fire reaches explosives. Fight fire with normal precautions from a reasonable distance.
- Protection during firefighting : Do not attempt to take action without suitable protective equipment. Self-contained breathing apparatus. Complete protective clothing.

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

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SECTION 6: Accidental release measures

6.1. Personal precautions, protective equipment and emergency procedures

6.1.1. For non-emergency personnel

Emergency procedures : No open flames, no sparks, and no smoking. Only qualified personnel equipped with suitable protective equipment may intervene. Evacuate unnecessary personnel.

6.1.2. For emergency responders

Protective equipment : Do not attempt to take action without suitable protective equipment. For further information refer to section 8: "Exposure controls/personal protection".

6.2. Environmental precautions

Avoid release to the environment. Notify authorities if product enters sewers or public waters.

6.3. Methods and material for containment and cleaning up

Methods for cleaning up : Notify authorities if product enters sewers or public waters. In case of large spillages: Shovel or sweep up and put in a closed container for disposal. Small quantities of liquid spill: take up in non-combustible absorbent material and shovel into container for disposal.

Other information : Dispose of materials or solid residues at an authorized site.

6.4. Reference to other sections

For further information refer to section 13.

SECTION 7: Handling and storage

7.1. Precautions for safe handling

Precautions for safe handling : Ensure good ventilation of the work station. Keep away from heat, hot surfaces, sparks, open flames and other ignition sources. No smoking. Ground/bond container and receiving equipment. Do not subject to grinding, shock, friction. Wear personal protective equipment. Do not handle until all safety precautions have been read and understood. Limit quantities of product at the minimum necessary for handling and limit the number of exposed workers. Provide local exhaust or general room ventilation.

Hygiene measures : Separate work clothes from street clothes. Launder separately. Do not eat, drink or smoke when using this product. Always wash hands after handling the product.

7.2. Conditions for safe storage, including any incompatibilities

Technical measures : Ground/bond container and receiving equipment.

Storage conditions : Store locked up. Store in a well-ventilated place. Keep cool.

SECTION 8: Exposure controls/personal protection

8.1. Control parameters

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets	
No additional information available	
Lead (7439-92-1)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH TWA (mg/m³)	0.05 mg/m³
ACGIH chemical category	Confirmed Animal Carcinogen with Unknown Relevance to Humans
USA - ACGIH - Biological Exposure Indices	
Biological Exposure Indices (BEI)	200 µg/l Parameter: Lead - Medium: blood - Sampling time: not critical (Note: Persons applying this BEI are encouraged to counsel female workers of child-bearing age about the risk of delivering a child with a PbB (lead in blood level) over the current CDC reference value.)
USA - OSHA - Occupational Exposure Limits	
OSHA PEL (TWA) (mg/m³)	50 µg/m³
Antimony (7440-36-0)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH TWA (mg/m³)	0.5 mg/m³
USA - OSHA - Occupational Exposure Limits	
OSHA PEL (TWA) (mg/m³)	0.5 mg/m³

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Copper (7440-50-8)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH TWA (mg/m³)	0.2 mg/m³ (fume) 1 mg/m³ (dust and mist)
USA - OSHA - Occupational Exposure Limits	
OSHA PEL (TWA) (mg/m³)	0.1 mg/m³ (fume) 1 mg/m³ (dust and mist)
Zinc (7440-66-6)	
No additional information available	
Nitrocellulose (9004-70-0)	
No additional information available	
Nitroglycerin (55-63-0)	
USA - ACGIH - Occupational Exposure Limits	
ACGIH TWA (ppm)	0.05 ppm
ACGIH chemical category	Skin - potential significant contribution to overall exposure by the cutaneous route
USA - OSHA - Occupational Exposure Limits	
OSHA PEL (Ceiling) (mg/m³)	2 mg/m³
OSHA PEL (Ceiling) (ppm)	0.2 ppm
Limit value category (OSHA)	prevent or reduce skin absorption
1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)	
No additional information available	

8.2. Appropriate engineering controls

Appropriate engineering controls : Ensure good ventilation of the work station.
Environmental exposure controls : Avoid release to the environment.

8.3. Individual protection measures/Personal protective equipment

Hand protection:

Protective gloves

Eye protection:

Safety glasses

Skin and body protection:

Wear suitable protective clothing

Respiratory protection:

In case of insufficient ventilation, wear suitable respiratory equipment

SECTION 9: Physical and chemical properties

9.1. Information on basic physical and chemical properties

Physical state : Solid
Appearance : Solid.
Color : Metallic
Odor : odorless
Odor threshold : No data available
pH : No data available
Melting point : No data available
Freezing point : Not applicable
Boiling point : No data available
Flash point : Not applicable
Relative evaporation rate (butyl acetate=1) : No data available

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Flammability (solid, gas)	: Not flammable.
Vapor pressure	: No data available
Relative vapor density at 20 °C	: No data available
Relative density	: Not applicable
Solubility	: No data available
Log Pow	: No data available
Auto-ignition temperature	: Not applicable
Decomposition temperature	: No data available
Viscosity, kinematic	: No data available
Viscosity, dynamic	: No data available
Explosion limits	: Not applicable
Explosive properties	: No data available
Oxidizing properties	: No data available

9.2. Other information

No additional information available

SECTION 10: Stability and reactivity

10.1. Reactivity

Fire or projection hazard.

10.2. Chemical stability

Stable under normal conditions.

10.3. Possibility of hazardous reactions

No dangerous reactions known under normal conditions of use.

10.4. Conditions to avoid

Avoid contact with hot surfaces. Heat. No flames, no sparks. Eliminate all sources of ignition.

10.5. Incompatible materials

Not determined.

10.6. Hazardous decomposition products

Under normal conditions of storage and use, hazardous decomposition products should not be produced. On combustion, forms: carbon oxides (CO and CO₂).

SECTION 11: Toxicological information

11.1. Information on toxicological effects

Acute toxicity (oral)	: Not classified.
Acute toxicity (dermal)	: Not classified.
Acute toxicity (inhalation)	: Not classified.

Antimony (7440-36-0)	
LD50 oral rat	7 g/kg
ATE US (oral)	7000 mg/kg body weight
Nitrocellulose (9004-70-0)	
LD50 oral rat	> 5 g/kg
Nitroglycerin (55-63-0)	
LD50 oral rat	100 mg/kg
LD50 dermal rabbit	> 280 mg/kg
ATE US (oral)	5 mg/kg body weight
ATE US (dermal)	5 mg/kg body weight
ATE US (dust, mist)	0.05 mg/l/4h
1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)	
ATE US (oral)	500 mg/kg body weight
ATE US (dust, mist)	1.5 mg/l/4h

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Skin corrosion/irritation	: Not classified
Serious eye damage/irritation	: Not classified
Respiratory or skin sensitization	: Not classified
Germ cell mutagenicity	: Not classified
Carcinogenicity	: May cause cancer.

Lead (7439-92-1)	
IARC group	2A - Probably carcinogenic to humans
National Toxicology Program (NTP) Status	Reasonably anticipated to be Human Carcinogen
In OSHA Hazard Communication Carcinogen list	Yes

1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)	
National Toxicology Program (NTP) Status	Reasonably anticipated to be Human Carcinogen
In OSHA Hazard Communication Carcinogen list	Yes

Reproductive toxicity : Not classified

STOT-single exposure : Not classified

STOT-repeated exposure : Not classified.

Nitroglycerin (55-63-0)	
STOT-repeated exposure	May cause damage to organs through prolonged or repeated exposure.

1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)	
STOT-repeated exposure	May cause damage to organs through prolonged or repeated exposure.

Aspiration hazard	: Not classified
Viscosity, kinematic	: No data available
Symptoms/effects	: Not expected to present a significant hazard under anticipated conditions of normal use.
Chronic symptoms	: May cause cancer.

SECTION 12: Ecological information

12.1. Toxicity

Ecology - general : The product is not considered harmful to aquatic organisms or to cause long-term adverse effects in the environment.

Lead (7439-92-1)	
LC50 fish 1	0.44 mg/l (Exposure time: 96 h - Species: Cyprinus carpio [semi-static])
EC50 Daphnia 1	600 µg/l (Exposure time: 48 h - Species: water flea)
LC50 fish 2	1.17 mg/l (Exposure time: 96 h - Species: Oncorhynchus mykiss [flow-through])

Copper (7440-50-8)	
LC50 fish 1	0.0068 - 0.0156 mg/l (Exposure time: 96 h - Species: Pimephales promelas)
EC50 Daphnia 1	0.03 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])
LC50 fish 2	< 0.3 mg/l (Exposure time: 96 h - Species: Pimephales promelas [static])

Nitroglycerin (55-63-0)	
LC50 fish 1	0.87 - 3.25 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [flow-through])
EC50 Daphnia 1	46 - 55 mg/l (Exposure time: 48 h - Species: Daphnia magna)
LC50 fish 2	0.87 - 2.21 mg/l (Exposure time: 96 h - Species: Lepomis macrochirus [static])
EC50 Daphnia 2	38 - 55 mg/l (Exposure time: 48 h - Species: Daphnia magna [Static])

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12.2. Persistence and degradability

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

Persistence and degradability	Not established.
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12.3. Bioaccumulative potential

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

Bioaccumulative potential	Not established.
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12.4. Mobility in soil

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

Ecology - soil	Not established.
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12.5. Other adverse effects

Effect on global warming	Not established
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SECTION 13: Disposal considerations

13.1. Disposal methods

Waste treatment methods	: Dispose of contents/container in accordance with licensed collector's sorting instructions.
Product/Packaging disposal recommendations	: Dispose in a safe manner in accordance with local/national regulations.

SECTION 14: Transport information

Department of Transportation (DOT)

In accordance with DOT

Transport document description	: UN0012 Cartridges, small arms, 1.4S
UN-No.(DOT)	: UN0012
Proper Shipping Name (DOT)	: Cartridges, small arms
Class (DOT)	: 1.4 - Class 1.4 - Explosives (with no significant blast hazard) 49 CFR 173.50
Packing group (DOT)	: None
DOT Packaging Non Bulk (49 CFR 173.xxx)	: 62
DOT Packaging Bulk (49 CFR 173.xxx)	: None
DOT Packaging Exceptions (49 CFR 173.xxx)	: 63
DOT Quantity Limitations Passenger aircraft/rail (49 CFR 173.27)	: 25 kg
DOT Quantity Limitations Cargo aircraft only (49 CFR 175.75)	: 100 kg
DOT Vessel Stowage Other	: 25 - Protected from sources of heat
Other information	: No supplementary information available.

Transport by sea

Transport document description (IMDG)	: UN 0012 CARTRIDGES, SMALL ARMS, 1.4S
UN-No. (IMDG)	: 0012
Proper Shipping Name (IMDG)	: CARTRIDGES, SMALL ARMS
Class (IMDG)	: 1 - Explosives
Limited quantities (IMDG)	: 5 kg

Air transport

Transport document description (IATA)	: UN 0012 Cartridges, small arms, 1.4S
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UN-No. (IATA) : 0012
Proper Shipping Name (IATA) : Cartridges, small arms
Class (IATA) : 1 - Explosive

SECTION 15: Regulatory information

15.1. US Federal regulations

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

SARA Section 311/312 Hazard Classes	Physical hazard - Explosive Health hazard - Carcinogenicity
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All components of this product are listed, or excluded from listing, on the United States Environmental Protection Agency Toxic Substances Control Act (TSCA) inventory

Chemical(s) subject to the reporting requirements of Section 313 or Title III of the Superfund Amendments and Reauthorization Act (SARA) of 1986 and 40 CFR Part 372.

Lead	CAS-No. 7439-92-1	20 - 75%
Antimony	CAS-No. 7440-36-0	0 - 2%
Copper	CAS-No. 7440-50-8	17 - 50%
Zinc	CAS-No. 7440-66-6	8 - 17%
Nitroglycerin	CAS-No. 55-63-0	0 - 2%

Lead (7439-92-1)

CERCLA RQ	10 lb no reporting of releases of this hazardous substance is required if the diameter of the pieces of the solid metal released is >100 µm
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Antimony (7440-36-0)

CERCLA RQ	5000 lb no reporting of releases of this hazardous substance is required if the diameter of the pieces of the solid metal released is >100 µm
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Copper (7440-50-8)

CERCLA RQ	5000 lb no reporting of releases of this hazardous substance is required if the diameter of the pieces of the solid metal released is >100 µm
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Zinc (7440-66-6)

CERCLA RQ	454 kg no reporting of releases of this hazardous substance is required if the diameter of the pieces of the solid metal released is >100 µm
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Nitrocellulose (9004-70-0)

EPA TSCA Regulatory Flag	XU - XU - indicates a substance exempt from reporting under the Chemical Data Reporting Rule, (40 CFR 711).
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Nitroglycerin (55-63-0)

CERCLA RQ	10 lb
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15.2. International regulations

CANADA

Lead (7439-92-1)

Listed on the Canadian DSL (Domestic Substances List)

Toxic Substance (CEPA - Schedule I)	Yes
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Antimony (7440-36-0)

Listed on the Canadian DSL (Domestic Substances List)

Copper (7440-50-8)

Listed on the Canadian DSL (Domestic Substances List)

Zinc (7440-66-6)

Listed on the Canadian DSL (Domestic Substances List)

Nitrocellulose (9004-70-0)

Listed on the Canadian DSL (Domestic Substances List)

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Nitroglycerin (55-63-0)

Listed on the Canadian DSL (Domestic Substances List)

1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)

Listed on the Canadian DSL (Domestic Substances List)

EU-Regulations

Lead (7439-92-1)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Antimony (7440-36-0)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Copper (7440-50-8)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Zinc (7440-66-6)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

Nitroglycerin (55-63-0)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)

Listed on the EEC inventory EINECS (European Inventory of Existing Commercial Chemical Substances)

National regulations

Lead (7439-92-1)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Japanese Pollutant Release and Transfer Register Law (PRTR Law)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on CICR (Turkish Inventory and Control of Chemicals)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Antimony (7440-36-0)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Japanese Pollutant Release and Transfer Register Law (PRTR Law)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Copper (7440-50-8)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on CICR (Turkish Inventory and Control of Chemicals)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Zinc (7440-66-6)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on CICR (Turkish Inventory and Control of Chemicals)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

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Nitrocellulose (9004-70-0)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on IECSC (Inventory of Existing Chemical Substances Produced or Imported in China)
Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory
Listed on the Japanese ISHL (Industrial Safety and Health Law)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

Nitroglycerin (55-63-0)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory
Listed on the Japanese ISHL (Industrial Safety and Health Law)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Listed on PICCS (Philippines Inventory of Chemicals and Chemical Substances)
Japanese Pollutant Release and Transfer Register Law (PRTR Law)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

1,3-Benzenediol, 2,4,6-trinitro-, lead salt (15245-44-0)

Listed on the AICS (Australian Inventory of Chemical Substances)
Listed on the Japanese ENCS (Existing & New Chemical Substances) inventory
Listed on the Japanese ISHL (Industrial Safety and Health Law)
Listed on the Korean ECL (Existing Chemicals List)
Listed on NZIoC (New Zealand Inventory of Chemicals)
Japanese Poisonous and Deleterious Substances Control Law
Japanese Pollutant Release and Transfer Register Law (PRTR Law)
Listed on INSQ (Mexican National Inventory of Chemical Substances)
Listed on the TCSI (Taiwan Chemical Substance Inventory)

15.3. US State regulations

WARNING: This product can expose you to Lead, which is known to the State of California to cause cancer and birth defects or other reproductive harm. For more information go to www.P65Warnings.ca.gov.

Component	State or local regulations
Lead(7439-92-1)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List
Antimony(7440-36-0)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List
Copper(7440-50-8)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List
Zinc(7440-66-6)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List
Nitrocellulose(9004-70-0)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) List
Nitroglycerin(55-63-0)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List; U.S. - Pennsylvania - RTK (Right to Know) - Environmental Hazard List; U.S. - Pennsylvania - RTK (Right to Know) List
1,3-Benzenediol, 2,4,6-trinitro-, lead salt(15245-44-0)	U.S. - Massachusetts - Right To Know List; U.S. - New Jersey - Right to Know Hazardous Substance List

SECTION 16: Other information

according to Federal Register / Vol. 77, No. 58 / Monday, March 26, 2012 / Rules and Regulations

Centerfire Pistol & Revolver Ammunition - with traditional (lead/lead core) bullets

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Revision date : 11/04/2020

Other information : **DISCLAIMER OF LIABILITY** The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable.

Full text of H-phrases:

Acute Tox. 1 (Dermal)	Acute toxicity (dermal) Category 1
Acute Tox. 2 (Inhalation:dust,mist)	Acute toxicity (Inhalation:dust,mist) Category 2
Acute Tox. 2 (Oral)	Acute toxicity (oral) Category 2
Acute Tox. 4 (Inhalation:dust,mist)	Acute toxicity (Inhalation:dust,mist) Category 4
Acute Tox. 4 (Oral)	Acute toxicity (oral) Category 4
Aquatic Acute 1	Hazardous to the aquatic environment - Acute Hazard Category 1
Aquatic Chronic 1	Hazardous to the aquatic environment - Chronic Hazard Category 1
Aquatic Chronic 2	Hazardous to the aquatic environment - Chronic Hazard Category 2
Carc. 1B	Carcinogenicity Category 1B
Expl. 1.1	Explosive Category 1.1
Expl. 1.4	Explosive Category 1.4
STOT RE 2	Specific target organ toxicity (repeated exposure) Category 2
Unst. Expl	Unstable explosives
H200	Unstable explosive
H201	Explosive; mass explosion hazard
H204	Fire or projection hazard
H300	Fatal if swallowed
H302	Harmful if swallowed
H310	Fatal in contact with skin
H330	Fatal if inhaled
H332	Harmful if inhaled
H350	May cause cancer
H373	May cause damage to organs through prolonged or repeated exposure
H400	Very toxic to aquatic life
H410	Very toxic to aquatic life with long lasting effects
H411	Toxic to aquatic life with long lasting effects

SDS US (GHS HazCom 2012)

DISCLAIMER OF LIABILITY The information in this SDS was obtained from sources which we believe are reliable. However, the information is provided without any warranty, express or implied, regarding its correctness. The conditions or methods of handling, storage, use or disposal of the product are beyond our control and may be beyond our knowledge. For this and other reasons, we do not assume responsibility and expressly disclaim liability for loss, damage or expense arising out of or in any way connected with the handling, storage, use or disposal of the product. This SDS was prepared and is to be used only for this product. If the product is used as a component in another product, this SDS information may not be applicable



SAFETY DATA SHEET

Centerfire Rifle and Pistol
Ammunition

Prepared to 29 CFR 1910.1200(g)(2) standards

SDS Revision: 5.0


SDS Revision Date: 02/23/2018

SDS Date: 6/15/2015

1. PRODUCT IDENTIFICATION

1.1	Product name:	HORNADY® Centerfire Rifle and Pistol Ammunition
1.2	Chemical Name	See Section 3 Composition and Ingredients
1.3	Synonyms	Cartridges, Small Arms Ammunition
1.4	Trade Names	Superformance®, Superformance® International, TAP® FPD™, TAP® Barrier™, TAP® Urban™, TAP Precision®, TAP® Training™, TAP® CQ™, Varmint Express™, Critical Defense®, Critical Defense® Lite™, Custom Interbond™, Custom™ SST®, Custom™ Rifle, Custom Lite™, Light Mag SST®, Light Mag Interbond™, Heavy Mag Interbond™, Custom™ Handgun, Danergous Game Series™, LEVERevolution®, Hornady® Match™ (incl. 50 BMG), Steel Match™, Zombie MAX™, Critical Duty™, American Whitetail™, Vintage Match™, American Gunner™, Precision Hunter™, Hornady BLACK™, HD SBR™, Frontier™®, Hornady® Subsonic
1.5	Product Use	Firearm Ammunition
1.6	Manufacturer's Name	Hornady Manufacturing Company
1.7	Manufacturer's Address	P.O. Box 1848, Grand Island, Ne 68802 USA
1.8	Business Phone	+1 (308) 382-1390
1.9	Emergency Phone	CHEMTREC: +1 (800) 424-9300 / +1 (703) 527-3887
1.10	Prepared By	M. Graczyk

2. HAZARD IDENTIFICATION

2.1	<p><u>HAZARD CLASSIFICATION:</u> Explosive Hazard Division 1.4. Specific Target Organ Toxicity- Repeated Exposure Category 1. Reproductive Toxicity Category 1A. Carcinogenicity Category 2. Skin Sensitization Category 1A. Acute Toxicity (Inhalation) Category 3.</p> <p><u>SIGNAL WORD:</u> Danger</p> <p><u>HAZARD STATEMENTS (H):</u> H204- Fire or projection hazard. Exposure by inhalation or ingestion H372- Causes damage to liver, kidneys, central nervous system, through prolonged or repeated exposure ; H360- May damage fertility or the unborn child; H351- Suspected of causing cancer</p> <p><u>PRECAUTIONARY STATEMENTS (P):</u> P210- Keep away from heat- No Smoking. P260- Do not breathe dust/fume. P264- Wash hands thoroughly after handling. P374- fight fire with normal precautions from a reasonable distance. P307+313- If exposed or concerned: Get medical advice/attention. P501- Dispose of contents in accordance of local/regional/national regulations.</p>						<p>Pictogram</p> 	
2.2	Routes of Entry:	Inhalation:	Yes	Absorption:	No	Ingestion:	Yes	

3. Composition & Ingredients

CHEMICAL NAME(S)	CAS No.	RTECS No.	EINECS No.	%	EXPOSURE LIMITS IN AIR – ppm (mg/m³)				
					ACGIH	OSHA	PEL	STEL	IDLH (mg)
Aluminum	7429-90-5	BD0330000	231-072-3	0-3	5.0	-	5.0	-	-
Antimony	7440-36-0	CC4025000	231-146-5	0-2.5	0.5	-	0.5	-	50
Antimony Sulfide	7440-36-0	CC4025000	231-146-5	<1	0.5	-	0.5	-	-
Barium Nitrate	10022-31-8	CQ9625000	233-020-5	<1	0.5	-	0.5	-	50
Copper	7440-50-8	GL5325000	231-159-6	5-60	1.0	-	1.0	-	100
Dibutyl Phthalate	84-74-2	TI0875000	201-557-4	0-1.3	5.0	-	5.0	-	4000
2,4 Dinitrotoluene	121-14-2	XT1575000	204-450-0	<1	-	-	1.5	-	-



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Diphenylamine	122-39-4	JJ7800000	204-539-4	<1	-	-	N/A	-	-
Lead	7439-92-1	OF7525000	231-100-4	5-50	0.05	-	0.05	-	100
Lead Stypnate	12409-82-6	N/A	N/A	<1	0.05	-	0.05	-	100
Nickel	7440-02-0	QR5950000	231-111-4	<1	-	-	1.0	-	10
Nitrocellulose	9004-70-0	N/A	N/A	5-20	-	-	-	-	-
Nitroglycerin	55-63-0	QX2100000	N/A	0-2.5	0.46	-	-	0.2	75
PETN	78-11-5	N/A	201-084-3	0-<1	-	-	-	-	-
Tetracene	109-27-3	N/A	203-659-4	0-<1	-	-	-	-	-
Zinc	7440-66-6	N/A	231-175-3	<1-20	-	-	15	-	500
OTHER COMPONENTS PRESENT IN LESS THAN 1% CONCENTRATION				BAL	THE REMAINING COMPONENTS DO NOT CONTRIBUTE ANY SIGNIFICANT ADDITIONAL HAZARDS				

4. FIRST AID

4.1	EYES: Immediately flush out fume or particles with large amounts of water for at least 15 minutes. If irritation develops, call physician. SKIN: Wash affected skin thoroughly with soap and water. INGESTION: If ingested, call physician immediately. INHALATION: If signs of lung irritation occur, remove victim to fresh air immediately. If respiration has stopped administer CPR and get medical attention immediately.
	MOST IMPORTANT SYMPTOMS/EFFECTS, ACUTE AND DELAYED: Fragments from fired ammunition can cause physical injury. When ammunition is fired or otherwise discharged, dust and/or fumes may be absorbed through the respiratory and/or digestive system(s) and can result in both acute and chronic overexposure. Symptoms may include gastrointestinal irritation, nausea, vomiting and diarrhea. High concentrations of dust and/or fumes may irritate throat and respiratory system and result in coughing. Symptoms of chronic exposure to lead include anemia, visual and hearing disturbances, headache, memory loss, fatigue, muscle weakness, tremors, and convulsions. Ingestion of ammunition can cause irritation to the digestive system, and possibly other unknown health effects. A decrease in blood pressure, headache, cyanosis and mental confusion may result from nitroglycerin in the product.
4.2	Medical Conditions Aggravated by Exposure: Repeated or prolonged exposure may aggravate an existing dermatitis condition.

5. FIRE & EXPLOSION HAZARDS

5.1	Flashpoint & Method: N/A
5.2	Auto-ignition Temperature: 160°C-180°C (320°F- 360°F)
5.3	Flammability Limits: Lower Explosive Limit (LEL): Upper Explosive Limit (UEL):
5.4	Fire & Explosion Hazards: Not considered flammable but may burn at high temperatures. Explosive. The effects are largely confined to the package and no projection fragments of appreciable size or range is to be expected. An external fire shall not cause virtually instantaneous explosion of almost the entire contents of the package. Do not expose to heat or ignition sources as this could cause an explosion. If heated above 200 °C (392 °F) may explode.
5.5	Extinguishing Methods: Fight fire with normal precautions from a reasonable distance.
5.6	Firefighting Procedures: Do not breathe fumes from fires or vapors from decomposition. Exercise caution when fighting any chemical fire. If product is unconfined, there is a greater risk for injury from projectiles. Flood area with water to cool exposed product and extinguish fire.



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Ammunition

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SDS Revision Date: 02/23/2018

SDS Date: 6/15/2015

6. ACCIDENTAL RELEASE MEASURES

- 6.1 **Spills:**
Spills will not normally require emergency response. Do not expose product to mechanical shock, electrical shock or impact. Spilled product can be pickup up by any non-spark, non-impact tools/methods. If spill is large or other assistance is required, call 800-338-3220 or CHEMTREC at 800-424-9300. If cartridges are damaged or ruptured be very careful to avoid all sources of ignition.

7. STORAGE & HANDLING

- 7.1 **Precautions for Safe Handling:**
Avoid striking the primer. Ammunition should stay in the manufacturer packaging while transferring. Remove ammunition from service if any of the following conditions have occurred: corrosion, physical damage, exposure to oil or spray type lubricants.
- 7.2 **Storage & Handling:**
Store in a cool and dry location. Do not expose to excessive heat, flame or other sources of ignition. Avoid mechanical shock and electrical discharge.

8. EXPOSURE CONTROL & PERSONAL PROTECTION

- 8.1 **Ventilation & Engineering Controls:**
Use proper range filtration and airflow as well as sound deadening material for indoor firing.
- 8.2 **Respiratory Protection:**
Not normally needed. Unless exposure exceeds established occupational exposure limits, then a NIOSH-approved respirator or self-contained breathing apparatus should be used.
- 8.3 **Eye Protection:**
Safety glasses.
- 8.4 **Hand Protection:**
None.
- 8.5 **Body Protection:**
Wash hands thoroughly after use and before eating, drinking, or using tobacco.
- 8.6 **Hearing Protection:**
Use adequate hearing protection when using firearms
- 8.7 **Notes:**
FIRED PROJECTILES MAY CAUSE SERIOUS INJURY OR DEATH. Use ammunition ONLY in firearms that are of the correct caliber and in good condition. ALWAYS keep the muzzle pointed in a safe direction. Projectiles have extremely long range, always be certain to have an adequate backstop. To avoid ricochet, do not fire at water, rocks or other hard or flat surfaces.

9. PHYSICAL & CHEMICAL PROPERTIES

9.1	Density:	N/A
9.2	Boiling Point:	N/A
9.3	Melting Point:	N/A
9.4	Evaporation Rate:	N/A
9.5	Vapor Pressure @ 20 °C:	N/A
9.6	Molecular Weight:	N/A
9.7	Appearance & Color:	N/A
9.8	Odor Threshold:	N/A
9.9	Solubility:	Insoluble
9.10	pH:	N/A
9.11	Viscosity:	N/A
9.12	Coefficient oil/water Distribution:	N/A
9.13	Additional Information:	N/A



Hornady
Accurate. Deadly. Dependable.

SAFETY DATA SHEET

Centerfire Rifle and Pistol
Ammunition

Prepared to 29 CFR 1910.1200(g)(2) standards

SDS Revision: 6.0

SDS Revision Date: 02/23/2018

SDS Date: 6/15/2015

10. STABILITY & REACTIVITY

10.1	Stability: Stable under normal conditions.
10.2	Decomposition Products: Lead oxides, lead fume, lead dust, carbon monoxide, nitrogen oxides
10.3	Polymerization: Will not occur.
10.4	Conditions to Avoid: Mechanical shock, electrical discharge, extreme heat.
10.5	Incompatible Substance: Acids, caustics, strong oxidizers

11. TOXICOLOGICAL INFORMATION

11.1	Toxicity Data: LD50 and LC50						
	Lead:	LD50 (oral)	N/A	LC50 (inhalation)	N/A	IDLH	100mg/m³
	Antimony:	LD50 (oral)	7 g/kg (rat)	LC50 (inhalation)	N/A	IDLH	50mg/m³
	Barium:	LD50 (oral)	187mg/kg (rat)	LC50 (inhalation)	N/A	IDLH	50mg/m³
	Copper:	LD50 (oral)	1,000mg/m³	LC50 (inhalation)	>2,000mg/m³	IDLH	100mg/m³
	Dibutylphthalate	LD50 (oral)	3,474mg/kg (mouse)	LC50 (inhalation)	25mg/m³ (2H) (mouse)	IDLH	9,300mg/m³
	Nitrocellulose	LD50 (oral)	>5g/kg	LC50 (inhalation)	N/A	IDLH	N/A
	Nitroglycerine	LD50 (oral)	1,607mg/kg (rabbit)	LC50 (inhalation)	N/A	IDLH	75mg/m³
	Zinc	LD50 (oral)	7,950mg/kg (mouse)	LC50 (inhalation)	2,500mg/m³ (mouse)	IDLH	500mg/m³
11.2	Acute Toxicity: See section 4						
11.3	Chronic Toxicity: See section 4						
11.4	Suspected Carcinogen: Trace amounts of chemicals known to the State of California to cause cancer, birth defects or other reproductive harm may be present in this product.						
11.5	Reproductive Toxicity:						
	Mutagenicity:		This product is not expected to cause mutagenic effects in humans. Mutagenic effects have occurred in experimental animals				
	Embryo-toxicity:		This product is not expected to cause embryo-toxic effects in humans.				
	Teratogenicity:		This product is not expected to cause teratogenic effects in humans. Teratogenic effects have occurred in experimental animals.				
	Reproductive Toxicity:		Repeated or prolonged exposure of this product may increase potential for reproductive harm in humans.				
11.6	Irritancy of Product: N/A						
11.7	Biological Exposure Indices: NA						
11.8	Medical Recommendations: Treat symptomatically						



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12. ECOLOGICAL INFORMATION

12.1	Ecological Information: This product has no ecological information available. Individual component information as follows:
12.2	Lead: Toxic to waterfowl, high concentrations may be toxic to other aquatic species.
	Copper: Toxic to aquatic species. Concentration required for toxicity varies with water chemistry, light transmittance, and other factors. Generally accepted level for aquatic toxicity is >1.0mg/L
	Dibutyl Phthalate: Fathead minnow: 1.3mg/L (96H)
	Nitrocellulose: LC50>1,000mg/L (aquatic invertebrates, fish, algae)
	Nitroglycerine: LC50 (96 hour) 1.228mg/L (bluegill)
	Zinc: Depending on conditions, as little as .13mg/L may be toxic to some species

13. DISPOSAL CONSIDERATIONS

13.1	Waste Disposal: Dispose of in accordance with federal & provincial hazardous waste laws. Product that has become waste must be considered hazardous and disposed of accordingly. The user of this product is responsible for seeing that it is disposed of in accordance with all federal, state and local laws. For more information regarding disposal of this product contact the manufacturer.
13.2	RCRA Hazard Class: D003, D008, depending on condition

14. TRANSPORTATION INFORMATION

14.1	49 CFR U.S. Department of Transportation:	
	Proper Shipping Name:	Cartridges, Small Arms
	Hazard Class:	1.4S
	ID Number:	UN 0012
	Packing Group:	II
	Label Statement:	None for highway/water/rail; 1.4 placard for individual packages over 1001 lbs.
	Note: Product may be reclassified as hazardous material in Limited Quantities if packaged per 49 CFR 173.63. Package may then be marked Limited Quantities per 49 CFR 172.315	
14.2	IATA (AIR):	
	Proper Shipping Name:	Cartridges, Small Arms
	Hazard Class:	1.4S
	ID Number:	UN 0012
	Packing Group:	N/A
	Label Statement:	1.4S Label
14.3	IMGD (OCN):	
	Proper Shipping Name:	Cartridges for Weapons, Inert Projectile
	Hazard Class:	1.4S
	ID Number:	UN 0012
	EmS- No. (Fire):	F-B
	EmS- No. (Spillage):	S-X
	Note: Product may be reclassified as Limited Quantities dangerous goods when packaged and transported in accordance with Chapter 3.4	
14.4	TDGR (Canadian GND):	
	Proper Shipping Name:	Cartridges, Small Arms



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SDS Revision Date: 02/23/2018

SDS Date: 6/15/2015

	Hazard Class:	1.4S
	ID Number:	UN 0012
	Packing Group:	II
	Label Statement:	1.4S
14.5	ADR/RID (EU):	
	Proper Shipping Name:	Cartridges, Small Arms
	Hazard Class:	1.4S
	ID Number:	UN 0012
	Packing Group:	N/A
	Label Statement:	1.4S
	Note: Product may be reclassified as Limited Quantities dangerous goods when packaged and transported in accordance with Chapter 3.4	

15. REGULATORY INFORMATION

15.1	SARA Reporting Requirements: Nitroglycerin if above threshold	
15.2	SARA Threshold Planning Quantity: N/A	
15.3	TSCA Inventory Status: All chemical substances of this product are listed on the TSCA inventory or are otherwise exempt from inventory status.	
15.4	CERCLA Reportable Quantity (RQ):	
	Lead:	10 lbs
	Copper:	5,000 lbs
	Antimony:	5,000 lbs
	Dibutyl Phthalate:	10 lbs
	2,4 Dinitrotoluene:	10 lbs
	Nickel:	100 lbs
	Nitroglycerin:	10 lbs
15.5	311/312:	
	Release of Pressure	
15.6	California Proposition 65: (Dibutyl Phthalate; 2,4 Dinitrotoluene; Lead; Lead Styphnate)- Warning- This product may contain a chemical known to the State of California to cause cancer or birth defects or other reproductive harm.	
15.7	State Regulatory Information:	
	California:	Dibutyl Phthalate
	Massachusetts:	Copper, Dibutyl Phthalate, Lead, Nitrocellulose, Nitroglycerin, Antimony, Zinc
	Michigan:	Copper, Lead, Antimony, Zinc
	Minnesota:	Dibutyl Phthalate
	New Jersey:	Copper, Dibutyl Phthalate, Lead, Nitrocellulose, Nitroglycerin, Antimony, Zinc
	Pennsylvania:	Copper, Dibutyl Phthalate, Lead, Nitrocellulose, Nitroglycerin, Antimony
15.8	67/548/EEC (European Union) and CLP/GHS (1272/2008/EC) Requirements:	
	Hazard Classification: Cartridges, Small Arms	
	Signal Word Warning	
	Hazard Statements (H): H204- Fire or projection hazard.	
	Precautionary Statements (P): P210- Keep away from heat/sparks/open flames/hot surfaces- No smoking.	



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SDS Date: 6/15/2015

16. OTHER INFORMATION

16.1

Other Information:
Hazardous Material Information System (HMIS)
Health-1
Fire-0
Reactivity-2
PPE-A

16.2

Disclaimer: This Safety Data Sheet complies with Health Canada's Workplace Hazardous Information System (WHIMS) & U.S. OSHA's Hazard Communication Standard 29 CFR 1910.1200. To the best of Hornady Manufacturing Company's knowledge, the information contained herein is reliable and accurate as of this date; however, accuracy, suitability or completeness are not guaranteed and no warranties of any type, either expressed or implied, are provided. The information contained herein relates only to the specific product. Contact the manufacturer for additional information



COUNTY PURCHASING AGENT
Fort Bend County, Texas

Vendor Information

Jaime Kovar
County Purchasing Agent

Office (281) 341-8640

Legal Company Name (top line of W9)	TXAT, LLC		
Business Name (if different from legal name)			
Federal ID # or S.S. #		DUNS #	
Type of Business	<input checked="" type="checkbox"/> Corporation/LLC <input type="checkbox"/> Partnership <input type="checkbox"/> Sole Proprietor/Individual <input type="checkbox"/> Tax Exempt Organization		Age in Business? 10
Publicly Traded Business	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes Ticker Symbol _____		
Remittance Address	3200 Kirby Drive, Ste. 801		
City/State/Zip	Houston, TX 77098		
Physical Address	3200 Kirby Drive		
City/State/Zip	Houston, TX 77098		
Phone/Fax Number	Phone: 888-452-4019 Fax: _____		
Contact Person	Robin Eaves		
E-mail	Robin@tx-at.com		
Check all that apply to the company listed above and provide certification number.	DBE-Disadvantaged Business Enterprise _____ Certification # _____ SBE-Small Business Enterprise _____ Certification # _____ HUB -Texas Historically Underutilized Business <input checked="" type="checkbox"/> Certification # 1454008321000 WBE-Women's Business Enterprise _____ Certification # _____		
Company's gross annual receipts	<\$500,000 _____ \$500,000-\$4,999,999 _____ \$5,000,000-\$16,999,999 <input checked="" type="checkbox"/> \$17,000,000-\$22,399,999 _____ >\$22,400,000 _____		
NAICs codes (Please enter all that apply)	332992, 332993, 332994, 423910		
Signature of Authorized Representative			
Printed Name	Robin Eaves		
Title	Director of Government and Law Enforcement Sales		
Date	06-30-21		

THIS FORM MUST BE SUBMITTED WITH THE SOLICITATION RESPONSE



June 30, 2021

Fort Bend County Purchasing Agent
% Ms. Cheryl Krejci, CPPB
Travis Annex
301 Jackson, Ste. 201
Richmond, TX 77469

Re: Fort Bend County ITB # 21-093 Law Enforcement Ammunition
Bid Due Date: July 6, 2021 @ 2:00 p.m. (CST)

Dear Ms. Krejci,

Pursuant to Fort Bend County ITB #21-093, Law Enforcement Ammunition, please see attached TXAT, LLC Bid submittal in hard copy and electronic format (thumb drive). As requested, Pricing Sheet in Excel, separate.

- TXAT Capabilities Statement (4 pages)
- Fort Bend County ITB #21-093
 - Fort Bend County Pricing Form (1 page)
 - Vendor Information Sheet – signed. (1 page)
 - FBC ITB – Pages 3-15 (initialed)
 - Contract Sheet (signed) (1 page)
 - TXAT W-9 (1 page)
 - Tax Form/Debt/Residence Certification (1 page)
 - TXAT State of Texas HUB Certificate (2 pages)
 - Aguila Ammunition Spec Sheets: (3 pages)
 - Aguila Ammunition Safety Data Sheets: Centerfire Cartridges (10 pages)

TXAT is the exclusive master distributor of Aguila Ammunition in North America and other countries. The TXAT Government / Military / Law Enforcement group is looking forward to providing Fort Bend County with our excellent products and services. Please let us know if you need any additional information regarding our bid submittal.

Regards,

Robert Goehring

Robert Paul Goehring
Contracts Manager

O: 888.452.4019 Ext. 380

E: robert@tx-at.com

3200 Kirby Drive, Suite 801 Houston, TX 77098

TX-AT.com AguilaAmmo.com

A State of Texas Certified HUB Vendor

Cc: Robin Eaves
John Domolky

TXAT LLC

3200 Kirby Drive » Suite 801 » Houston, TX 77098 » 888-452-4019 » TX-AT.com » aguilaammo.com



INTRODUCTION:

About TXAT:

TXAT, LLC (Texas Armament & Technology) was founded in 2011 by a multinational team with a history in logistical support and international business practice, TXAT has grown our business to operate in all 50 states and more than 30 other countries worldwide.

Based on the principles of providing professional expertise and excellent customer service, TXAT has become an integral part of our customers' business models. Through our experience and relationships, we have created a distribution platform which is scalable and adaptable with an eye on maximizing and maintaining the efficiencies necessary to deliver a top-flight product at competitive pricing.

Since inception, we have applied our resources to hone the platform to fit our customer's needs while maintaining our internal beliefs that a business partner should be capable, responsive, transparent, and willing to prioritize your interests.

TXAT is the exclusive Master Distributor of Aguila Ammunition in North America, and other countries. We are an international distribution group located @ 3200 Kirby Drive, Ste. 801, Houston, TX 77098. Our fully licensed Conroe, TX facility provides Research and Development capabilities including ammunition and firearms testing.

Small Business Certification:

TXAT is a current certified State of Texas Historically Underutilized Business (HUB).

- Certificate/ID Number: 1454008321000
- File/Vendor Number: 488628
- Expiration Date: 01-Feb-2025

Licenses Export/ITAR:

TXAT is currently licensed for the following:

- Federal Firearms Licenses (FFL).
 - Type 07: Manufacturer of ammunition for firearms.
 - Type 08: Importer of firearms or ammunition for firearms.

- US Department of Commerce / Bureau of Industry and Security
 - Export License; expires 04-30-2024.
- US Department of State: Bureau of Political-Military Affairs / Directorate of Defense Trade Controls:
 - ITAR: K-4827; expires 03-31-2022.
 - ITAR: M30147; expires 03-31-2022.

WHAT WE DO:

Capabilities:

TXAT specializes in delivering high-quality brands around the globe. From marketing strategy, planning and implementation to operational optimization and logistics, TXAT has the experience to bring products to market both domestically and abroad.

Our Government, Military and Law Enforcement products and services include:

- Ammunition
 - Rimfire
 - Centerfire
 - Shotshell
- Explosives
- LE Uniforms
- LE Protective Gear
- Technology

TXAT partners with and provides quality products and services to our clients including:

- Commercial - Global
- Government – Global, US Federal, State & Local
- Military – Global
- Law Enforcement – Global, US Federal, State & Local

TXAT is proud sponsor of champion competitive shooters known as Brand Ambassadors.

Simply, you will not find a firm who can better pair our versatile skill set with transparency and reliability and provide it to you at a competitive price.



TXAT POINTS OF CONTACT:

Government/Military/LE Group

John Domolky

VP of Business Development

O: 888.452.4019 Ext. 762

C: 508.733.4475

E: john.domolky@tx-at.com

3200 Kirby Drive, Suite 801 Houston, TX 77098

TX-AT.com AquilaAmmo.com

Robin Eaves

Director of Government and Law Enforcement Sales

C: 864-630-4952

E: robin@TX-AT.com

3200 Kirby Drive, Suite 801 Houston, TX 77098

TX-AT.com AquilaAmmo.com

Robert Paul Goehring

Contracts Manager

O: 888.452.4019 Ext. 380

E: robert@tx-at.com

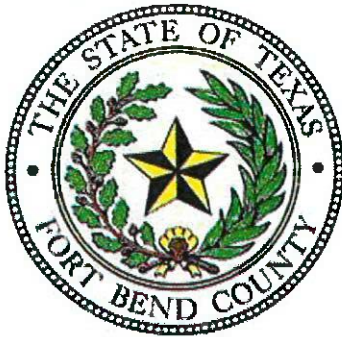
3200 Kirby Drive, Suite 801 Houston, TX 77098

TX-AT.com AquilaAmmo.com



All logos and pictures are registered trademarks/servicemarks to TXAT LLC.

*Fort Bend County, Texas
Invitation for Bid*



*Law Enforcement Ammunition
BID 21-093*

SUBMIT BIDS TO:

Fort Bend County
Purchasing Department
Travis Annex
301 Jackson, Suite 201
Richmond, TX 77469

Note: All correspondence must include the term
"Purchasing Department" in address to assist in
proper delivery.

SUBMIT NO LATER THAN:

Tuesday, July 6, 2021
2:00 PM (Central)

LABEL ENVELOPE:

BID 21-093
LAW ENFORCEMENT AMMUNITION

***ALL BIDS MUST BE RECEIVED IN AND TIME/DATE STAMPED BY THE PURCHASING OFFICE
OF FORT BEND COUNTY BEFORE THE SPECIFIED TIME/DATE STATED ABOVE.
BIDS RECEIVED AS REQUIRED WILL THEN BE OPENED AND PUBLICLY READ.
BIDS RECEIVED AFTER THE SPECIFIED TIME, WILL BE RETURNED UNOPENED.***

Results will not be given by phone.
Results will be provided to bidder in writing
after the Commissioners Court awards.

Requests for information must be in
writing and directed to:
Cheryl Krejci, CPPB
Senior Buyer
cheryl.krejci@fortbendcountytexas.gov

Vendor Responsibilities:

- Download and complete any addendums. (Addendums will be posted on the Fort Bend County website no later than 48 hours prior to bid opening)
- Submit response in accordance with requirements stated on the cover of this document.
- DO NOT submit responses via email or fax.

Fort Bend County Pricing Form
Bid 21-093
Law Enforcement Ammunition

Term: through September 30, 2022

Vendor Name:

Description (no substitute)	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days	Number of Cases Purchased in 2020 Budget Year
(only 4 decimal places are permitted)						
9.1: 9-MM Luger L9MM2, 23718, 124 REMINGTON	50.00	\$ 9.50	1000.00	\$ 190.00	120 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E092110 9mm 124 Grain Full Metal Jacket						
9.2: 9-MM Luger TP, 29351, GSB9MMD 124 REMINGTON	50.00	\$ 15.66	500.00	\$ 156.60	150 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E092112 9mm 117 Grain Jacketed Hollow Point						
9.3: 38 SPL L38S11 158 GR., LRN, L3855, 23724 REMINGTON	50.00	\$ 16.48	1000.00	\$ 329.60	120 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E382521 38 Special 130 Grain Round Nose Full Metal Jacket						
9.4: 5.56 NATO, 53 GR, GMX #81275, TAP Patrol REMINGTON		NO BID				500
Provide Manufacturer Name and Number of or equal to product below:						
9.5: 308 win. #80965, 168GR, A-MAX Tap Manufacturer: HORNADY No Sub		NO BID				NA
9.6: 308 win. #80715, 168GR, ELD Tap AR Manufacturer: HORNADY No Sub		NO BID				NA
9.7: 9MM LUGER tP #90225, 135 GR, Critical Duty Manufacturer: HORNADY No Sub		NO BID				NA
9.8: 5.56mm NATO M193, 55 GR, FMJ Manufacturer: HORNADY No Sub		NO BID				NA

1.0 GENERAL REQUIREMENTS:

- 1.1 Read this entire document carefully. Follow all instructions. You are responsible for fulfilling all requirements and specifications. Be sure you understand them.
- 1.2 General Requirements apply to all advertised bids, however, these may be superseded, whole or in part, by the scope, special requirements, specifications, special specifications or other data contained herein.
- 1.3 Governing Law: Bidder is advised that these requirements shall be fully governed by the laws of the State of Texas and that Fort Bend County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.
- 1.4 Bid Document Completion: Fill out, initial each page, sign, and return ONE (1) complete bid document to the Fort Bend County Purchasing Department. An authorized representative of the bidder must sign the Contract Sheet. Do not complete the date at the top of the contract sheet. The bid document must be in a sealed envelope marked with the appropriate bid number and title. The contract will be binding only when signed by the County Judge, Fort Bend County and a purchase order authorizing the item(s) desired has been issued. The use of correction fluid is not acceptable and may result in the disqualification of bid. If an error is made, the bidder must draw a line through error and initial each change. All response, typed or written, information must be clear and legible.

If a pricing form in Excel is included and posted on the County's website amongst this bid document, the Vendor must download, complete and save the Excel (not a PDF of the Excel file) file of the pricing form on a CD or flash drive. The Excel file on the CD or flash drive must be downloadable by the Purchasing Department in order to copy and paste the vendor's pricing to the County's tabulation. The CD or flash drive must be labeled and included in the same sealed envelope with the respondent's completed bid document along with a printed copy of the pricing form completed by the vendor.

- 1.5 Bid Returns: Bidders must return completed bid document to the Fort Bend County Purchasing Department at 301 Jackson, Suite 201, Richmond, Texas no later than 2:00 P.M. on the date specified. Late bids will not be accepted. Bids must be submitted in a sealed envelope, addressed as follows: Fort Bend County Purchasing Agent, Travis Annex, 301 Jackson, Suite 201, Richmond, Texas 77469.
- 1.6 Governing Document: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Fort Bend County's interpretation shall govern.

Initials of Bidder: RE

- 1.7 Addenda: No interpretation of the meaning of the drawings, specifications or other bid documents will be made to any bidder orally. All requests for such interpretations must be made in writing addressed to Ms. Cheryl Krejci, Senior Buyer, 301 Jackson, Suite 201, Richmond, Texas 77469, e-mail: cheryl.krejci@fortbendcountytexas.gov. Any and all interpretations and any supplemental instructions will be in the form of written addenda to the contract documents which will be posted on Fort Bend County's website. Addenda will **ONLY** be issued by the Fort Bend County Purchasing Agent. It is the sole responsibility of each bidder to insure receipt of any and all addenda. All addenda issued will become part of the contract documents. Bidders must sign and include addendum in the returned bid package. Deadline for submission of questions and/or clarification is **Tuesday, June 29, 2021 at 9:00 AM (CST)**. Requests received after the deadline will not be responded to due to the time constraints of this bid process.
- 1.8 Hold Harmless Agreement: Contractor shall indemnify and hold Fort Bend County harmless from all claims for personal injury, death and/or property damage arising from any cause whatsoever, resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this bid, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this bid. Certification of such coverage must be provided to the County upon request.
- 1.9 Waiver of Subrogation: Bidder and bidder's insurance carrier waive any and all rights whatsoever with regard to subrogation against Fort Bend County as an indirect party to any suit arising out of personal or property damages resulting from bidder's performance under this agreement.
- 1.10 Severability: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 1.11 Bonds: If this bid requires submission of bid guarantee and performance bond, there will be a separate page explaining those requirements. Bids submitted without the required bid bond or cashier's checks are not acceptable. Bond/s or cashier's check must be complete with all required signatures.
- 1.12 Taxes: Fort Bend County is exempt from all federal excise, state and local taxes unless otherwise stated in this document. Fort Bend County claims exemption from all sales and/or use taxes under Chapter 20, Title 122a, Vernon's Texas Civil Statutes, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Fort Bend County Purchasing Department.

Initials of Bidder: RE

- 1.13 Fiscal Funding: A multi-year lease or lease/purchase arrangement (if requested by the specifications), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void. After expiration of the lease, leased equipment shall be removed by the bidder from the using department without penalty of any kind or form to Fort Bend County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the bidder.
- 1.14 Pricing: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated in the bid spreadsheet. Prices shall be all inclusive. No price changes, additions, or subsequent qualifications will be honored during the course of the contract. All prices must be written in ink or typewritten. Pricing on all transportation, freight, and other charges are to be prepaid by the contractor and included in the bid prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, bidder MUST indicate the items required and attendant costs or forfeit the right to payment for such items.
- 1.15 Silence of Specifications: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item bid.
- 1.16 Supplemental Materials: Bidders are responsible for including all pertinent product data in the returned bid package. Literature, brochures, data sheets, specification information, completed forms requested as part of the bid package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the bidder wishes to include as a condition of the bid, must also be in the returned bid package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire bid.
- 1.17 Material Safety Data Sheets: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", a bidder must provide to County and using departments, with each delivery, material safety data sheets, which are, applicable to hazardous substances defined in the Act. Bidders are obligated to maintain a current, updated file in the Fort Bend County Purchasing Department. Failure of the bidder to maintain such a file will be cause to reject any bid applying thereto.

Initials of Bidder: RE

- 1.18 Name Brands: Specifications may reference name brands and model numbers. It is not the intent of Fort Bend County to restrict these bids in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Bidders may offer items of equal stature and the burden of proof of such stature rests with them. Vendors bidding "or equal" items are required to provide manufacturer's specifications of both, the specified item and the "equal to" item, and documentation proving equality. Fort Bend County shall act as sole judge in determining equality and acceptability of products offered.
- 1.19 Color Selection: Determination of colors of materials is a right reserved by the using department unless otherwise specified in the bid. Unspecified colors shall be quoted as standard colors, not colors, which require up charges or special handling. Unspecified fabrics or vinyl should be construed as medium grade. If bidder fails to get color/material approvals prior to delivery of merchandise, the using department may refuse to accept the items and demand correct shipment without penalty, subject to other legal remedies.
- 1.20 Evaluation: Evaluation shall be used as a determinant as to which bid items or services are the most efficient and/or most economical for the County. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All bids are subject to tabulation by the Fort Bend County Purchasing Department and recommendation to Fort Bend County Commissioners Court. Compliance with all bid requirements, delivery and needs of the using department are considerations in evaluating bids. Pricing is NOT the only criteria for making a recommendation. The Fort Bend County Purchasing Department reserves the right to contact any bidder, at any time, to clarify, verify or request information with regard to any bid.
- 1.21 Inspections: Fort Bend County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If a bidder cannot furnish a sample of a bid item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the bid as inadequate.
- 1.22 Testing: Fort Bend County reserves the right to test equipment, supplies, material and goods bid for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the bid is subject to rejection.
- 1.23 Disqualification of Bidder: Upon signing this bid document, a bidder offering to sell supplies, materials, services, or equipment to Fort Bend County certifies that the bidder has not violated the antitrust laws of this state codified in section 15.01, et seq., Business & Commerce Code, or the federal antitrust laws, and has not communicated directly or indirectly the bid made to any competitor or any other

Initials of Bidder: RE

person engaged in such line of business. Any or all bids may be rejected if the County believes that collusion exists among the bidders. Bids in which the prices are obviously unbalanced may be rejected. If multiple bids are submitted by a bidder and after the bids are opened, one of the bids is withdrawn, the result will be that all of the bids submitted by that bidder will be withdrawn; however, nothing herein prohibits a vendor from submitting multiple bids for different products or services.

- 1.24 Awards: Fort Bend County reserves the right to award this contract on the basis of lowest and best bid in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one bidder, to reject any or all bids. In the event the lowest dollar bidder meeting specifications is not awarded a contract, the bidder may appear before the Commissioners Court and present evidence concerning his responsibility. An award is final only upon formal execution by the Fort Bend County Commissioners Court or the Fort Bend County Purchasing Agent. Fort Bend County reserves the right to withdraw any award until execution by the proper authority.
- 1.25 Assignment: The successful vendor may not assign, sell or otherwise transfer this contract without written permission of Fort Bend County Commissioners Court.
-
- 1.26 Term Contracts: If the contract is intended to cover a specific time period, said time will be given in the specifications under scope.
- 1.27 Maintenance: Maintenance required for equipment bid should be available in Fort Bend County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the bid sheet as requested or on a separate sheet, as required. If Fort Bend County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.
- 1.28 Contract Obligation: Fort Bend County Commissioners Court must award the contract and the County Judge or other person authorized by the Fort Bend County Commissioners Court must sign the contract before it becomes binding on Fort Bend County or the bidders. Department heads are not authorized to sign agreements for Fort Bend County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.
- 1.29 Title Transfer: Title and Risk of Loss of goods shall not pass to Fort Bend County until Fort Bend County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Bidders are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirement" section of this bid document and/or on the Purchase Order as a "Ship To:" address.

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- 1.30 Purchase Order and Delivery: The successful bidder shall not deliver products or provide services without a Fort Bend County Purchase Order, signed by an authorized agent of the Fort Bend County Purchasing Department. The fastest, most reasonable delivery time shall be indicated by the bidder in the proper place on the bid sheet. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped F.O.B. inside delivery unless otherwise stated in the specifications. This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach, which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Fort Bend County without prejudice to other remedies provided by law. Where delivery times are critical, Fort Bend County reserves the right to award accordingly.
- 1.31 Contract Extension: Extensions may be made only by written agreement between Fort Bend County and the bidder. Any price escalations are limited to those stated by the bidder in the original bid.
-
- 1.32 Termination: Fort Bend County reserves the right to terminate the contract for default if Seller breaches any of the terms therein, including warranties of bidder or if the bidder becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Fort Bend County's satisfaction and/or to meet all other obligations and requirements. Contracts may be terminated without cause upon thirty (30) days written notice to either party unless otherwise specified.
- 1.33 Recycled Materials: Fort Bend County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. Fort Bend County will be the sole judge in determining product preference application.
- 1.34 Interlocal Participation: Additional governmental entities may purchase from this bid. Vendor agrees to accept purchase orders from those participating entities and to invoice each entity separately.
- 1.35 Escalation Clause: Successful bidder may apply for a price increase to the Fort Bend County Purchasing Agent. The County Purchasing Agent will review, and, if increase is deemed warranted, place the request on Fort Bend County's Commissioners Court agenda for their action of approval or disapproval. Approval

by the County's Commissioner's Court is required. Any proposed price increase will only be the amount increased to the vendor from his/her supplier. The price increase request must be stated on the vendor's letterhead with the bid number and name in the subject including, in columns, for each item: item description, original bid price, percent of increase, and the total cost of the original bid price including the increased dollar amount. Written documentation from the vendor's supplier of the increase notice must be provided to the Purchasing Agent at time of increase request. No application for a price increase may be submitted within the first twelve (12) month term of this contract. Increase requests of more than 25% of the original bid price will not be considered.

- 1.36 Modifications: This instrument contains the entire Contract between the parties relating to the rights herein granted and obligations herein assumed. Any oral or written representations or modifications concerning this instrument shall be of no force and effect excepting a subsequent written modification signed by both parties hereto.

2.0 TERMS & CONDITIONS:

- 2.1 ~~Seller to Package Goods:~~ ~~Seller will package goods in accordance with good commercial practice. Each delivery container shall be clearly and permanently marked as follows (a) Seller's name and address; (b) Consignee's name, address and purchase order number and the bid number if applicable; (c) Container number and total number of containers (e.g. box 1 of 4 boxes); and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform to requirements of common carriers and any applicable specifications. Fort Bend County's count or weight shall be final and conclusive on shipments not accompanied by packing list.~~
- 2.2 Shipment Under Reservation Prohibited: Seller is not authorized to ship goods under reservation and no tender of a bill of lading will operate as a tender of goods.
- 2.3 Title and Risk of Loss: The title and risk of loss of the goods shall not pass to the County until a County employee actually receives and takes possession of the goods at the point or points of delivery.
- 2.4 Delivery Terms: F.O.B. Destination Freight Prepaid, Inside Delivery, unless delivery terms are specified otherwise on Purchase Order.
- 2.5 No Replacement of Defective Tender: Every tender or delivery of goods must fully comply with all provisions of the Purchase Order as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender.

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- 2.6 Place of Delivery: The place of delivery shall be that set forth in the block of the purchase order entitled "Ship To". Any change thereto shall be effective by modification as provided for in Clause number 2.20 "Modifications", hereof. The terms of this agreement are "no arrival, no sale", at the discretion of Fort Bend County.
- 2.7 Invoices and Payments:
- 2.7.1 Seller shall submit separate invoices, in duplicate. Invoices shall indicate the purchase order number and the bid number if applicable. Invoices shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading, and the freight waybill when applicable should be attached to the invoice.
- 2.7.2 Fort Bend County's obligation is payable only and solely from funds available for the purpose of this purchase. Lack of funds shall render the order null and void to the extent funds are not available and any delivered but unpaid goods will be returned to Seller by the county.
- 2.7.3 ~~Do not include Federal Excise, State, or City Sales Tax. Fort Bend County is a tax-exempt governmental entity.~~
- 2.8 Gratuities: Fort Bend County may, by written notice to the Seller, cancel any order without liability, if it is determined by the County that gratuities, in the form of entertainment, gifts, or otherwise were offered or given by the Seller, or any agent or representative of the Seller to any officer or employee of Fort Bend County with a view toward securing an order. In the event an order is canceled by the County pursuant to this provision, the County shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities.
- 2.9 Special Tools and Test Equipment: If the price stated on the face of an order includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filing this order, such special tooling equipment and any process sheets related thereto shall become the property of the County and to the extent feasible shall be identified by the Seller as such.
- 2.10 Warranty/Price:
- 2.10.1 The price to be paid by the County shall be that contained in Seller's bid which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by an order for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty the prices of the items shall be reduced to the Seller's current prices on orders by others. Fort Bend County

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may cancel this contract without liability.

- 2.10.2 The Seller warrants that no person or selling agency has been employed or retained to solicit or secure any County order based upon any agreement or understanding for commission, percentage, brokerage, or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. A breach or violation of this warranty gives the County the right, in addition to any other right or rights, to cancel this contract without liability.
- 2.11 Warranty Product: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render an order voidable at the option of the County. Seller warrants that the goods furnished will conform to the specifications, drawings, and description listed in the bid invitation and purchase order as applicable, and to the sample(s) furnished by Seller if any. In the event of a conflict between the specifications, drawings, and descriptions, the specifications shall govern.
- 2.12 Safety Warranty: Seller warrants that the product sold to Fort Bend County shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, the County may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within 10 days, correction made by the County will be at Seller's expense.
- 2.13 No Warranty by Fort Bend County Against Infringements: As part of a contract for sale Seller agrees to ascertain whether goods manufactured in accordance with the specifications will give rise to the rightful claim of any third person by way of infringement. Fort Bend County makes no warranty that the production of goods according to the specification will not give rise to such a claim and in no event shall Fort Bend County be liable to Seller for indemnification in the event the Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement will result, he will notify Fort Bend County to this effect in writing within two days after the receiving Purchase Order. If the County does not receive notice and is subsequently held liable for the infringement, Seller will defend and save the County harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement, this contract shall be null and void except that the County will pay Seller the reasonable cost of his search as to infringements.
- 2.14 Right of Inspection: The County shall have the right to inspect the goods at delivery before accepting them.
- 2.15 Cancellation: Fort Bend County shall have the right to cancel for default all or any part of the undelivered portion of an order if Seller breaches any of the terms hereof including warranties of Seller, or if the Seller becomes insolvent or files for

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protection under the bankruptcy laws. Such rights of cancellation are in addition to and not in lieu of any other remedies, which Fort Bend County may have in law or equity.

- 2.16 Termination: The performance of work under a Purchase Order may be terminated in whole or in part by the County in accordance with this provision. Termination of work there under shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to and not in lieu of rights of Fort Bend County set forth in Clause 15 herein.
- 2.17 Force Majeure: Force Majeure means a delay encountered by a party in the performance of its obligations under this Agreement, which is caused by an event beyond the reasonable control of that party. Without limiting the generality of the foregoing, "Force Majeure" shall include but not be restricted to the following types of events: acts of God or public enemy; acts of governmental or regulatory authorities; fires, floods, epidemics or serious accidents; unusually severe weather conditions; strikes, lockouts, or other labor disputes; and defaults by subcontractors.

In the event of a Force Majeure, the affected party shall not be deemed to have violated its obligations under this Agreement, and the time for performance of any obligations of that party shall be extended by a period of time necessary to overcome the effects of the Force Majeure, provided that the foregoing shall not prevent this Agreement from terminating in accordance with the termination provisions. If any event constituting a Force Majeure occurs, the affected party shall notify the other parties in writing, within twenty-four (24) hours, and disclose the estimated length of delay, and cause of the delay.

- 2.18 Assignment-Delegation: No right or interest in an order shall be assigned or delegation of any obligation made by Seller without the written permission of Fort Bend County. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph.
- 2.19 Waiver: No claim or right arising out of a breach of any contract can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waived or renunciation is supported by consideration and is in writing signed by the aggrieved party.
- 2.20 Modification: A Purchase Order can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.
- 2.21 Parol Evidence: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage of the

trace shall be relevant to supplement or explain any terms rendered under this agreement and shall not be relevant to determine the meaning of this agreement even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to control.

- 2.22 **Applicable Law:** This agreement shall be governed by the Uniform Commercial Code. Whenever the term "Uniform Commercial Code" is used it shall be construed as meaning the Uniform Commercial Code as adopted in the State of Texas and in effect on the date of the purchase order.
- 2.23 **Advertising:** Seller shall not advertise or publish, without the County's prior consent the fact that Fort Bend County has entered into any contract, except to the extent necessary to comply with proper requests for information from an authorized representative of the federal, state, or local government.
- 2.24 **Right to Assurance:** Whenever the County in good faith has reason to question the other party's intent to perform. The County may demand that the other party give written assurance of his intent to perform. In the event that a demand is made and no assurance is given within five (5) days, the County may treat this failure as an anticipatory repudiation of the contract.
- 2.25 **Venue:** Both parties agree that venue for any litigation arising from this contract shall lie in Richmond, Fort Bend County, Texas.
- 2.26 **Prohibition Against Personal Interest in Contracts:** No officer or employee of the County shall have a financial interest, direct or indirect, in any contract with the County, or shall be financially interested, directly or indirectly, in the sale to the County of any land, materials, supplies, or service, except on behalf of the County as an officer or employee. Any willful violation of this section shall constitute malfeasance in office, and any officer or employee guilty thereof shall be subject to disciplinary action under applicable laws, statutes and codes of the State of Texas. Any violation of this section, with the knowledge, expressed or implied of the person or corporation contracting with the County shall render the contract involved voidable by the County Commissioners Court.

3.0 SCOPE:

It is the intent of Fort Bend County to contract with one (1) or more vendors to supply law enforcement ammunition, which meets or exceeds the specifications contained herein.

4.0 TERM OF CONTRACT:

The term of this contract is for the period through September 30, 2022, renewable annually for five (5) years (through September, 2026) under the same terms and conditions if mutually agreeable by

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both parties. Either party for any reason may terminate this contract by giving thirty (30) days written notice of the intent to terminate.

5.0 TEXAS ETHICS COMMISSION FORM 1295:

- 5.1 Effective January 1, 2016 all contracts executed by Commissioners Court, regardless of the dollar amount, will require completion of Form 1295 "Certificate of Interested Parties", per the new Government Code Statute §2252.908. All vendors submitting a response to a formal Bid, RFP, SOQ or any contracts, contract amendments, renewals or change orders are required to complete the Form 1295 online through the State of Texas Ethics Commission website. Please visit: https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm.
- 5.2 On-line instructions:
- 5.2.1 Name of governmental entity is to read: Fort Bend County.
- 5.2.2 Identification number used by the governmental entity is: B21-093.
- 5.2.3 Description is the title of the solicitation: Law Enforcement Ammunition.
- 5.3 Apparent low bidder(s) will be required to provide the Form 1295 within three (3) calendar days from notification; however, if your company is publicly traded you are not required to complete this form.

6.0 STATE LAW REQUIREMENTS FOR CONTRACTS:

The contents of this section are required by Texas Law and are included by County regardless of content.

- 6.1 Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature on vendor form, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Contract.
- 6.2 Texas Government Code Section 2251.152 Acknowledgment: By signature on vendor form, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153.

7.0 HUMAN TRAFFICKING:

By acceptance of this contract, Contractor acknowledges that Fort Bend County is opposed to human trafficking and that no County funds will be used in support of services or activities that violate human trafficking laws.

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8.0 ASSIGNMENT:

Contractor shall not sell, assign, transfer or convey these services, in whole or in part, without the prior written consent of Fort Bend County and as a condition of such consent, contractor shall remain liable for completion of the services in the event of default by the successor contractor or assignee.

9.0 SPECIFICATIONS AND BID PRICING:

Specifications are located in the Excel pricing form downloadable from Fort Bend County's website. Provide bid prices in the electronic Excel file and return as stated in Section 1.4 and 1.5. Items 9.1 through 9.4 are to be bid as specified or include the manufacturer name and number of an equal product. Items 9.5 through 9.8 are to be bid providing the Manufacturer Name and Number specified. See Name Brand Clause 1.18. All ammunition must be new and delivered in the original manufacturer's packaging. Minimum orders are not permitted.

10.0 DELIVERY:

Delivery of all items ordered must be completed within one hundred twenty (120) calendar days, unless otherwise noted, after receipt of purchase order issued by the Fort Bend County Purchasing Agent. If order cannot be fulfilled within this time frame, vendor is required to inform Fort Bend County Purchasing. Delivery must be made to the department listed on the purchase order.

11.0 AWARD:

This contract will be awarded to the low bidder meeting specifications per item.

12.0 REQUIRED FORMS:

All vendors submitting are required to complete and provide with submission along with any other documentation as stated herein:

- 12.1 Vendor Form
- 12.2 W9 Form
- 12.3 Tax Form/Debt/Residence Certification
- 12.4 Flash Drive or CD of Excel Pricing Form
- 12.5 PDF Copy of Pricing Form

Initials of Bidder: RE

**Contract Sheet
Bid 21-093**

**THE STATE OF TEXAS
COUNTY OF FORT BEND**

This memorandum of agreement made and entered into on the 3 day of August, 2021,
by and between Fort Bend County in the State of Texas (hereinafter designated County), acting herein by
County Judge KP George, by virtue of an order of Fort Bend County Commissioners Court, and
TXAT, LLC (hereinafter designated Contractor).
(company name)

WITNESSETH:

The Contractor and the County agree that the bid and specifications for **Law Enforcement Ammunition** which
are hereto attached and made a part hereof, together with this instrument and the bond (when required) shall
constitute the full agreement and contract between parties and for furnishing the items set out and described;
the County agrees to pay the prices stipulated in the accepted bid.

It is further agreed that this contract shall not become binding or effective until signed by the parties hereto
and a purchase order authorizing the items desired has been issued.

Executed at Richmond, Texas this 3 day of August 2021.

Fort Bend County, Texas

By: KP George
County Judge, KP George

By: [Signature]
Signature of Contractor

By: Mike Smart / Controller
Printed Name and Title

Request for Taxpayer Identification Number and Certification

Give Form to the
requester. Do not
send to the IRS.

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. TXAT LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. <input checked="" type="checkbox"/> Individual/sole proprietor or single-member LLC <input type="checkbox"/> Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► _____ Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. <input type="checkbox"/> Other (see instructions) ► _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ <small>(Applies to accounts maintained outside the U.S.)</small>
	5 Address (number, street, and apt. or suite no.) See instructions. 3200 Kirby Dr Suite 801	Requester's name and address (optional)
	6 City, state, and ZIP code Houston, TX 77098	
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► <i>Mike Smart</i>	Date ► 03/23/2020
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General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

Job No.: _____

TAX FORM/DEBT/ RESIDENCE CERTIFICATION
(for Advertised Projects)

Taxpayer Identification Number (T.I.N.) [REDACTED]

Company Name submitting Bid/Proposal: TXAT, LLC

Mailing Address: 3200 Kirby Drive, Ste. 801, Houston, TX 77098

Are you registered to do business in the State of Texas? ☒ Yes ☐ No

If you are an individual, list the names and addresses of any partnership of which you are a general partner or any assumed name(s) under which you operate your business

I. **Property:** List all taxable property in Fort Bend County owned by you or above partnerships as well as any d/b/a names. Include real and personal property as well as mineral interest accounts. (Use a second sheet of paper if necessary.)

<u>Fort Bend County Tax Acct. No.*</u>	<u>Property address or location**</u>

* This is the property account identification number assigned by the Fort Bend County Appraisal District.

****** For real property, specify the property address or legal description. For business personal property, specify the address where the property is located. For example, office equipment will normally be at your office, but inventory may be stored at a warehouse or other location.

II. **Fort Bend County Debt** - Do you owe any debts to Fort Bend County (taxes on properties listed in I above, tickets, fines, tolls, court judgments, etc.)?

Yes ☒ No ☐ If yes, attach a separate page explaining the debt.

III. **Residence Certification** - Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Fort Bend County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

(3) "Nonresident bidder" refers to a person who is not a resident.

(4) "Resident bidder" refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

✓ I certify that TXAT, LLC is a Resident Bidder of Texas as defined in Government Code §2252.001.
[Company Name]

I certify that _____ is a Nonresident Bidder as defined in Government Code
[Company Name]
§2252.001 and our principal place of business is _____.
[City and State]

Fort Bend County Pricing Form

Bid 21-093

Law Enforcement Ammunition

Term: through September 30, 2022

Vendor Name:						
Description (no substitute)	Rounds per Box	Bid Price per Box	Rounds per Case	Bid Price per Case	Number of Delivery Days	Number of Cases Purchased in 2020 Budget Year
(only 4 decimal places are permitted)						
9.1: 9-MM Luger L9MM2, 23718, 124 REMINGTON	50.00	\$ 9.50	1000.00	\$ 190.00	120 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E092110 9mm 124 Grain Full Metal Jacket						
9.2: 9-MM Luger TP, 29351, GSB9MMD 124 REMINGTON	50.00	\$ 15.66	500.00	\$ 156.60	150 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E092112 9mm 117 Grain Jacketed Hollow Point						
9.3: 38 SPL L38S11 158 GR., LRN, L3855, 23724 REMINGTON	50.00	\$ 16.48	1000.00	\$ 329.60	120 days	NA
Provide Manufacturer Name and Number of or equal to product below:						
Aguila Ammunition 1E382521 38 Special 130 Grain Round Nose Full Metal Jacket						
9.4: 5.56 NATO, 53 GR, GMX #81275, TAP Patrol REMINGTON		NO BID				500
Provide Manufacturer Name and Number of or equal to product below:						
9.5: 308 win. #80965, 168GR, A-MAX Tap Manufacturer: HORNADY No Sub		NO BID				NA
9.6: 308 win. #80715, 168GR, ELD Tap AR Manufacturer: HORNADY No Sub		NO BID				NA
9.7: 9MM LUGER tP #90225, 135 GR, Critical Duty Manufacturer: HORNADY No Sub		NO BID				NA
9.8: 5.56mm NATO M193, 55 GR, FMJ Manufacturer: HORNADY No Sub		NO BID				NA



GLENN HEGAR TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number:
File/Vendor Number:
Approval Date:
Scheduled Expiration Date:

01-FEB-2021
01-FEB-2025

The Texas Comptroller of Public Accounts (CPA), hereby certifies that


TXAT LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 05-FEB-2021, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Statewide Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/tpasscmblsearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-863-5881.

Rev. 06/19


TXAT LLC
3200 KIRBY DR
SUITE 801
HOUSTON, TX 77098-3230



PROVEN PERFORMANCE. SHOT AFTER SHOT.

CENTERFIRE

From the standard to the unique, these high-quality rounds consistently hit dead center and cycle flawlessly — giving shooters the Aguila advantage.



9MM LUGER 124 GRAIN FULL METAL JACKET

SKU: 1E092110

PACK MORE PUNCH. Originally made for the Mexican military and law enforcement, this hard-hitting round is now available to civilian shooters. It's engineered so the crimp on the casing reduces potential for setback of the projectile. This round is perfect for home defense and tactical scenarios, right down to target shooting.

BULLET WEIGHT

Grams **8.03**

Grain **124**

ENERGY

Muzzle ft/lb **342**

100 yds ft/lb **245**

CASE UPC (1000)

6-4042000999-5

CASE WEIGHT (LBS)

30.00

CASE DIMENSIONS (OUTER)

(LENGTH x WIDTH x HEIGHT)

13.71 x 5.67 x 5.83

VELOCITY

Muzzle ft/sec **1,115**

100 yds ft/sec **942**

PACKAGING

Case **1000**

Rounds/Box **50**

BOX UPC (50)

6-4042000306-1

BOX WEIGHT (LBS)

1.50

BOX DIMENSIONS (OUTER)

(LENGTH x WIDTH x HEIGHT)

2.62 x 1.33 x 5.06



PROVEN PERFORMANCE. SHOT AFTER SHOT.

CENTERFIRE

From the standard to the unique, these high-quality rounds consistently hit dead center and cycle flawlessly — giving shooters the Aguila advantage.



9MM LUGER 117 GRAIN JACKETED HOLLOW POINT

SKU: 1E092112

VELOCITY MEETS ACCURACY. Born from years of Aguila engineering and countless terminal ballistic tests, this defense and tactical round consistently hits dead center and cycles flawlessly.

BULLET WEIGHT

Grams **7.58**
Grain **117**

ENERGY

Muzzle ft/lb **344**
100 yds ft/lb **258**

CASE UPC (500)

6-4042001012-0

CASE WEIGHT (LBS)

30.00

CASE DIMENSIONS (OUTER) [LENGTH x WIDTH x HEIGHT]

13.71 x 5.67 x 5.83

VELOCITY

Muzzle ft/sec **1,150**
100 yds ft/sec **1,006**

PACKAGING

Case **500**
Rounds/Box **50**

BOX UPC (50)

6-4042000318-4

BOX WEIGHT (LBS)

3.00

BOX DIMENSIONS (OUTER) [LENGTH x WIDTH x HEIGHT]

2.62 x 1.33 x 5.06



PROVEN PERFORMANCE. SHOT AFTER SHOT.

CENTERFIRE

From the standard to the unique, these high-quality rounds consistently hit dead center and cycle flawlessly — giving shooters the Aguila advantage.



.38 SPECIAL FULL METAL JACKET

SKU: 1E382521

JACK OF ALL ROUNDS. From target and competition to defense and hunting, this round is as versatile as they come — which is precisely why it's the most popular revolver cartridge in the world.

BULLET WEIGHT

Grams 8.42
Grain 130

ENERGY

Muzzle ft/lb 261
100 yds ft/lb 204

CASE UPC (1000)

6-4042000991-9

CASE WEIGHT (LBS)

33.00

CASE DIMENSIONS (OUTER) (LENGTH x WIDTH x HEIGHT)

13.51 x 7.09 x 5.83

VELOCITY

Muzzle ft/sec 950
100 yds ft/sec 841

PACKAGING

Case 1000
Rounds/Box 50

BOX UPC (50)

6-4042000314-6

BOX WEIGHT (LBS)

1.65

BOX DIMENSIONS (OUTER) (LENGTH x WIDTH x HEIGHT)

2.64 x 1.68 x 5.06




FO-SE-030-01

Centerfire Cartridge

1.- IDENTIFICATION OF THE HAZARDOUS CHEMICAL SUBSTANCE OR MIX, AND SUPPLIER OR MANUFACTURER.

1.1. Name of hazardous chemical substance or mix	Centerfire Cartridge
1.2. Other means of identification	Ammunition
1.3. Recommended use of the hazardous chemical substance or mix and restrictions of use	Military, law enforcement, civil use or target shooting
1.4. Data of supplier or manufacturer	Industrias Tecnos S.A. de C.V. Km 6 Carretera federal Cuernavaca-Tepoztlán, Colonia Ahuatepec, Cuernavaca, Morelos, México CP. 62300 www.aguilaammo.com
1.5. Telephone number in case of emergency	(52) 777 3292600, (52) 777 3821402.

2. IDENTIFICATION OF HAZARDS

2.1. Classification of the hazardous chemical substance or mix	1.4S
2.2. Signal elements	
2.2.1. GHS Classification	ND
2.2.2. Pictogram	
2.2.3. Warning word	Danger
2.2.4. Danger indications	P210 – Keep away from heat/sparks/open flames/hot surfaces. – No smoking. P240 – Ground and equipotential bond of container and receiving equipment. P250 – Do not subject to grinding, shock and friction.

FO-SE-030-01

Centerfire Cartridge

P280 – Wear protective gloves/protective clothing/eye protection/face protection.

P370 + P380 – In case of fire: evacuate area.

P401 – Keep in the original packing.

P501 – Dispose of casings in a container with water, preferably with detergent that acts as a wetting agent.

H316 Causes mild skin irritation

H320 Causes eye irritation

H302 + H332 – Harmful if swallowed or if inhaled

H360Df – May damage the unborn child. Suspected to damage fertility.

H372 – Causes damage to organs through prolonged or repeated exposure

H411: Toxic to aquatic life with long-lasting effects

2.3. Other hazards not otherwise classified

This product is a finished metal alloy cartridge that contains several components completely embedded in its interior. Therefore, there is no exposure to hazardous materials under normal handling conditions.

It is unlikely that the particle amount to which someone is exposed to when shooting a charged round will be sufficient to cause any of these effects.

3. COMPOSITION / DATA ON THE INGREDIENTS

Hazardous Ingredients	Weight percent	CAS Number
Copper	13 – 17 %	7440-50-8
Zinc	5 – 7 %	7440-66-6
Lead	70 – 78 %	7439 – 92 -1
Antimony	Less than 0.6 %	7040-36-0
Arsenic	Less than 0.2 %	7040-38-2
Barium Nitrate	Less than 0.5 %	7040-39-3
Graphite	Less than 1 %	7782-42-5
Lead Styphnate	Less than 0.2 %	63918-97-8
Nitroglycerine	Less than 1%	9004-70-0
Tetrazine	0.01 – 0.03 %	109-27-3
Magnesium oxide	Less than 0.6 %	130948-4
Lead Nitrate	Less than 0.6 %	10099-74-8
Aluminum Powder	0.5% maximum	7429-90-5
Antimony sulphide	Less than a 0.6 %	1345-04-6
Arabic gum	0.5% maximum	9000-01-5

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Centerfire Cartridge

4. FIRST AID MEASURES

4.1. Description of first aids:	
4.1.1. In case of eye contact	The dust or residues may cause eye irritation. Rinse eyes immediately with plenty of water during 15 minutes while holding eyelids open to assure removal.
4.1.2. In case of skin contact	May cause skin irritation. Take off contaminated clothing, and wash skin area with soap and water.
4.1.3. If inhaled	May cause mild to severe irritation of the nose and upper and lower respiratory tracts. Keep away from exposure area. Move to fresh air. If difficult breathing, supply oxygen. Seek medical attention immediately.
4.1.4. If swallowed	Causes acute gastrointestinal irritation, sickness, vomit, abdominal pain. Do not induce vomiting. Do not give any liquid or food. Immediately transfer the victim for medical treatment. Take the safety label with you.
4.2. Relevant, acute and chronic symptoms and effects	Acute Intoxication: irritability, weakness, tiredness, alteration of memory, sleep disorders, headache, abdominal pain, sickness, vomit. Chronic effects: SNC and kidney disease, anemia.
4.3. Indications on the need to receive immediate medical attention and special treatment, if any	<u>Ingestion exposure:</u> In case of acute gastrointestinal data. <u>Inhalation exposure:</u> In case of mild or severe breathing difficulty.

5. FIRE FIGHTING MEASURES

5.1. Adequate extinguishing media	Flood area with water. If no water available, use carbon dioxide, dry chemical powder or earth. -Adequate Extinguishing Media: Water, carbon dioxide, dry chemical powder, earth.
5.2. Specific risks of hazardous chemical substances or mixes	-Fire risk: Not flammable but may burn at high temperatures of over 130°C -Explosion risk: Effects are largely limited to the size of the package. -Reactivity: Not likely to produce hazardous reactions under normal conditions.

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Centerfire Cartridge

5.3. Special measures to be observed by firefighting team

-Precaution measures during a fire: Do not breathe fire or decomposition vapors. Be careful when fighting any chemical fire.
-Instructions to extinguish fire: In case of fire: Evacuate the area. Flood fire with water to extinguish fire and to cool the casings. If no water is available use carbon dioxide, dry chemical or earth.
-Hazardous Combustion Products: Barium oxide, lead, antimony, aluminum, magnesium, nitrogen, carbon and sulphur.

6. ACCIDENTAL RELEASE/LEAK MEASURES

6.1. Personal precautions, protection equipment and emergency procedures

Do not walk on the spilled material. Do not hit or smash the cartridges.
Remove any ignition source. Evacuate unnecessary personnel.

6.2. Precaution concerning the environment

Avoid releasing to the environment

6.3. Methods and materials for contention and cleaning-up of spills or leaks

Contain and pick up any solid. Use only spark-proof tools. Eliminate spills immediately, and dispose of wastes in a safe manner.

7. HANDLING AND STORAGE

7.1. Precautions for a safe handling

Handle with care. Do not hit or smash the cartridges. Avoid breathing dusts or fumes. Use personal protection equipment as needed. Wash thoroughly with water and soap after handling, and before eating, drinking or smoking.

7.2. Safe storage conditions, including any incompatibility

Store only in the original container. Keep in a fresh, dry and well-ventilated place. Keep away from ignition sources. Do not smoke. Do not expose to mechanical shock or electrical discharges. Keep away from the reach of children. This product must not be stored with acids, strong oxidizing agents or caustic materials.

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Centerfire Cartridge

**8. EXPOSURE CONTROLS /
PERSONAL PROTECTION**

8.1. Control parameters	Check exposure limits in Section 11.
8.2. Adequate technical controls	Proper general ventilation is required. Ventilation indexes must adjust to the conditions. If applicable, local extraction exhaust or other engineering control is required to keep airborne levels below the recommended exposure limits.
8.3. Personal protection equipment	
8.3.1. Respiratory Protection	Use self-contained respirator or self-contained breathing apparatus if exposure exceeds the Occupational Exposure Limits set.
8.3.2. Hand Protection	Use safety gloves.
8.3.3. Eye Protection	Use safety glasses.

9. PHYSICAL AND CHEMICAL PROPERTIES

9.1. Appearance	Brass cylindrical cartridge
9.2. Odor	None
9.3. Odor threshold	Not applicable
9.4. Hydrogen potential (pH)	Not applicable
9.5. Melting / Freezing point	Not applicable
9.6. Initial boiling point and boiling range	Not applicable

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Centerfire Cartridge

9.7. Flashing point	Not applicable
9.8. Evaporation rate	Not applicable
9.9. Flammability (solid / gas)	Not applicable
9.10. Upper and Lower flammability or explosivity limit	Not applicable
9.11. Vapor pressure	Not applicable
9.12. Vapor density	Not applicable
9.13. Relative density	Not applicable
9.14. Solubility	Insoluble
9.15. Partition coefficient (n-octanol/water)	Not applicable
9.16. Spontaneous ignition temperature	Not applicable
9.17. Decomposition temperature	Not applicable
9.18. Viscosity	Not applicable
9.19. Molecular weight	Not applicable
9.20. Other relevant data	Not applicable

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Centerfire Cartridge

10. STABILITY AND REACTIVITY

10.1. Reactivity	No hazardous reactions are known under conditions of normal use of the product.
10.2. Chemical stability	Stable under normal temperatures and pressures.
10.3. Possible chemical reactions	Will not occur
10.4. Condition to avoid	Direct exposure to sunlight, extreme temperatures, fire, static, hitting, acids, class A and B explosives.
10.5. Incompatible materials	Acids, Oxides, Bases.
10.6. Hazardous decomposition product	Nitrogen oxide, carbon monoxide, lead oxide, carbon dioxide, lead powder.

11. TOXICOLOGY INFORMATION

11.1. Data on potential routes of entry:	Respiratory tract from inhalation of dust, gas or vapor; Accidental Ingestion or through ingestion of food that contacted residues; Skin contact: not easily absorbed through the skin unless previously injured.
11.1.1. Acute Toxicity	Acute oral toxicity, estimate of acute toxicity from ingestion: 500,1 mg/kg. Estimate of acute toxicity from inhalation: 1,6 mg/l; dust/mist
11.1.2. Corrosion / skin irritation	Information not available.
11.1.3. Severe eye injury / eye irritation	Information not available.
11.1.4. Respiratory sensitization	Information not available.
11.1.5. Mutagenicity	Information not available.

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Centerfire Cartridge

11.1.6. Carcinogenicity	The carcinogenicity studies of metallic lead powder have given negative results. The epidemiological studies on workers exposed to inorganic lead compounds have found a limited association with stomach cancer. IARC has concluded that metallic lead is potentially carcinogenic for humans (group 2B).
11.1.7. Reproduction toxicity	May damage fertility. Positive evidence from epidemiological studies in humans. .
11.1.8. Specific toxicity in target organs (single exposure)	Information not available.
11.1.9. Specific toxicity in target organs (repeated exposure)	May damage organs after prolonged or repeated exposure. Target organs: Central Nervous system, Blood, Immune system, Kidney.
11.1.10. Aspiration hazard	Information not available.
11.2. Symptoms associated to physical, chemical and toxicological characteristics	
11.2.1. Ingestion	May cause acute gastrointestinal irritation, sickness and abdominal pain.
11.2.2. Inhalation	May cause mild to severe irritation of the nose and upper and lower respiratory tracts
11.2.3. Skin contact	May cause temporary skin irritation.
11.2.4. Eye contact	Contact with residues, fumes or vapors may cause irritation, burning sensation, pain and tearing.
11.3. Retarded and immediate effects upon exposure	Acute Intoxication: irritability, weakness, tiredness, alteration of memory, sleep disorders, headache, abdominal pain, sickness, vomit. Chronic effects: SNC and kidney disease, anemia
11.4. Numerical measures of toxicity	Information not available
11.5. Interactive effects	Information not available
11.6. If no specific chemical data are available	Not available
11.7. Other information	Not available

12. ECOTOXICOLOGY INFORMATION

12.1. Toxicity	Unknown
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SAFETY DATA SHEET

Centerfire Cartridge

12.2.	Persistence and degradability	Unknown
12.3.	Bioaccumulation potential	Unknown
12.4.	Mobility in soil	Unknown. Avoid accumulation of product in natural soil for prolonged periods of time
12.5.	Other adverse effects	Avoid releasing into the environment

13. INFORMATION ON PRODUCT DISPOSAL

13.1.	Disposal instructions	Dispose of contents and/or container according to local, regional, national and/or international regulations
13.2.	Disposal regulation	Dispose of contents and/or container according to local, regional, national and/or international regulations
13.3.	Disposal of wastes / unused product	The user of this material is responsible for disposing of the unused materials, wastes and containers according to all the pertinent local, state and federal regulations and laws regarding the treatment, storage and elimination of hazards.
13.4.	Contaminated packing	In case cartridge is broken and leak of product inside the cartridge occurs, dispose as a waste.

14. TRANSPORT DATA

14.1.	UN number	UN 0012
14.2.	Official transport designation by United Nations	0349
14.3.	Transport hazard class(es)	1.4s

SAFETY DATA SHEET

Aguila
AMMUNITION

FO-SE-030-01

Centerfire Cartridge

14.4.	Packaging / container group	PGII
14.5.	Environmental risks	Not applicable
14.6.	Special precautions for user	Not applicable
14.7.	Bulk transport	Not made

15. REGULATORY INFORMATION

15.1.	Specific provisions on safety, health and environment for hazardous chemical substances	NOM-018-STPS-2018.
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16. OTHER INFORMATION

16.1.	Last review of the safety data sheet	10/29/2018
16.2.	Changes in previous versions	Not applicable
16.3.	Abbreviations and acronyms used	No applicable
16.4.	Reference documents	NOM STPS 018 2018

The information herein is correct to the best of our knowledge, but is not exhaustive and should only be used as a guide which is based upon the current knowledge on the chemical substance or mix. This information applies to the appropriate safety precautions for the product.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

G T DISTRIBUTORS, INC.
AUSTIN, TX United States

Certificate Number:
2021-777977

Date Filed:
07/13/2021

Date Acknowledged:
08/03/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

FORT BEND COUNTY

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B21-093
Law Enforcement Ammunition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING****1 Name of business entity filing form, and the city, state and country of the business entity's place of business.**

TXAT LLC
Houston, TX United States

Certificate Number:
2021-778017

Date Filed:
07/13/2021

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

Fort Bend County

Date Acknowledged:
08/03/2021

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

B21-093
Ammunition

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)