DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 United States Phone: 720-913-8100 Fax: 720-913-8101

0000064761

Vendor:



Phone: 413/443-7359 Fax: 413/445-7865

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Purchase Order	Date	Revision	Page
MQQEM-0000000347	09/20/2011		1 of 4
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Buyer	Phone		Origin
Romero, Michael P.	- Pur 720 913 81	.22	REG

Ship To:

For Ship To: SEE LINE COMMENTS

BELOW

United States

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 United States

Bill To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO United States

6,584.00

ine-Sch_Vendor Part #/Descript	tion Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1 BC55003 - Lenco Be Rotating Hatch, Co w/ options		1.00 EA	278,043.00	278,043.00	04/20/2012
		Schedule Total		278,043.00	
See Exhibit 'A' for itemized e	quipment listing and related pricing				
Pricing per Vendor Quote 728	quipment listing and related pricing 82E: \$278,043 (Electric Power Heated Mirrors) at '! Req ID: 0000050291	No Charge', See Exhlbit `B'		278,043,00	
Pricing per Vendor Quote 728	82E: \$278,043 (Electric Power Heated Mirrors) at 1	-	6 ,58 4 .00		04/20/2012
Pricing per Vendor Quote 729 Included: Lenco Item BCMIR	82E: \$278,043 (Electric Power Heated Mirrors) at 1	Item Total	****		04/20/2012

Item Total

FOB Destination: (Ship To:) Douglas County Sheriff's Office 4000 Justice Way Castle Rock, CO 80109

Vendor to Coordinate with: Lt. Dan McMillian, Douglas County Sheriff Office: 303-814-7038 dmcmilla@dcsheriff.net

Vendor Contact:
James J. Massery
413-443-7359
Government Sales Manager
LENCO Armored Vehicles
Alternate: 800-444-5362 ext. 114/ 413-443-7359 Ext. 114
Email: jmassery@lencoarmor.com

Lenco Industries, Inc. acknowledges and agrees that the vehicle (2012 Lenco BearCat) procured through this Purchase Order is being purchased entirely with Urban Area Security (UASI) grant funds on behalf of the Douglas County Sherriff's Office, Colorado.

Reg ID: 0000050291

The City and County of Denver's sole obligation under this Purchase Order is to provide funding in the amount of \$284,627.00; the Douglas County Sherriff's Office is the intended beneficiary of this Purchase Order.

Upon delivery of the vehicle, title to the vehicle will transfer directly from Lenco Industries, Inc. to the Douglas County Sherriff's Office. At such time, all rights under this PO shall vest in the Douglas County Sherriff's Office. In the event of any conflict between or among Lenco Industries, Inc. and the Douglas County Sherriff's Office, the terms and conditions stated herein shall govern.

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States** Phone: 720-913-8100 Fax: 720-913-8101



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Buyer	Phone		Origin
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Vendor:

0000064761

Phone: 413/443-7359 Fax: 413/445-7865

Ship To: For Ship To: SEE LINE COMMENTS **BELOW United States**

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 **United States**

Bill To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO **United States**

Minimus as a sub-cities Minimus as A

Tax Exempt? Y Tax Exempt ID:	98-02890-000			
Line-Sch Vendor Part #/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date

RECEIVING and PAYMENT REQUIREMENTS:

Vendor shall ship to Douglas County Sheriff's Office, Vendor MUST provide invoice, packing slip, including serial numbers, and proof of delivery directly to the address below. Vendor shall not invoice prior to delivery of all products to address indicated above.

Bill to address: Office of Emergency Management ATTN: UASI 1437 Bannock St Rm 3A Denver, CO 80202 meghan.powell@denvergov.org 720-865-7656

Purchased pursuant to D.R.M.C. 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of GSA_GS-07F-0390M-1122.

CITY USE ONLY: A=787000 F=12100 ORG=0160101 PROGRAM=U1013 PROJECT=S2129UASI 10 11

This Purchase Order and Purchase Order MOOEM_0000000348 is contingent upon City Council action in accordance with 3.2.6 (e) of the City Charter and is void without such action; specifically City and County of Denver BR11-0580.

Funding for this Capital Equipment Purchase authorized by Council Bill: CB10-1091-2011.

This project is supported in whole by award #2010-SS-TO-0024, Issued by the Colorado Governor's Office of Homeland Security.

Total PO Amount

284,627.00

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any Item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect [unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing] and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

GENERAL CONDITIONS OF PURCHASE:
1. Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein

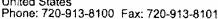
^{2.} Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/teeting that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services are not acceptable to City. City may, in addition to any other rights it may have at law or in equity; (1) make a warranty claim; (2) repair and/or replace the goods/services are not to be replaced without written (3) reject and return the goods/services are not to be replaced without written

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States**

0000064761

Vendor:





Phone: 413/443-7359 Fax: 413/445-7865

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Purchase Order	Date	Revision	Page
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Payment Terms	Freight Terms		Ship Via
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Buyer	Phone		Origin
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Ship To: For Ship To: SEE LINE COMMENTS

BELOW **United States**

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 United States

BIII To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO **United States**

Tax Exempt? Y Tax F	xempt ID: 98-02	890-000				
Line-Sch Vendor Part #/De	escription	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date

authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order

- 3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of faxes, late charges or penalties of any nature, except as required by D.R.M. \$ 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 84-0300.680 and its State Registration No. is 84-0300. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing sip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage comply with any additional delivery terms specified herein. Vendor shall be responsible for the cleanup and reporting of any contamination (environmental or otherwise) or spillage resulting from the delivery and/or unloading of goods within them. Vendor shall be responsible for the centure or spillage or sooner if required by law. Vendor shall pay all sales and use taxes levied by City on any tangible personal property built into the goods/services and provide a copy of the Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate of Exemption from the State of Colorado Department of Revenue prior to their shall bear the risk of loss, injury or destruction of the pu
- 4. Risk of Loss: Vendor shall bear the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any
- obligation nersunder.

 S. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

- 5. Invokes: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and totaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vi) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

 6. Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq, after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Deriver City Council for the purpose of this Purchase Crider, increase Order, encumbered for the purpose of this Purchase Order, invokably pleed present to tash reserves for payments in future fiscal years; and (ii) this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order. Invokably City and the Purchase Order is a purchase Order in the Purchase Order and the to changes or amendments. Goodsfarn/doe provided without such vertication are provided at Vendor's risk. The Vendor has no authority to bind City on environmental purchase or amendments. Goodsfarn/doe provided without and purchase or or any goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit or the purpose of which they are to be used. For any goods furnished under this Purchase Order are free from defective within the Well of the City or any goods furnished u

- 11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies City may possees.

 12. Venue, Choice of Law and Disputes: Venue for all legal actions shall lie in the District Court in and for City and County of Denver, State of Colorado, and shall be governed by the laws of the State of Colorado as well as the Charter and Revised Municipal Code, rules, regulations, Executive Orders, and fiscal rules of City. All disputes shall be resolved by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 58-106. Director of Purchasing shall render the final determination.
- 13. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignment or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries
- 14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, in writing sent registered, return receipt
- requestion.

 15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead note contender, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-riggling, antitrust, fraud, undue influence, theft, racketsering, extertion or any offense
- or admits culpability to a criminal offense of bribery, ktckbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, thefit, racketeering, extortion or any ottense of a similar nature.

 16. Insurance: Vendor shall secure, before delivery of any goods/services, the following insurance covering all operations, goods and services provided to City. Vendor shall keep the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for three (3) years after termination of this Purchase Order. The required insurance shall be underwritten by an insurer licensed to do business in Colorado and rated by A.M. Best Company as "A-Vill or better. Each policy shall contain a valid provision stating" Should any of the above described policies be cancelled or non-renewed before the expiration date thereof, the lessing company shall send written notice to the Denver Risk Management, 201 West Colfax Avenue, Dept. 1105, Denver, Colorado 80202. Such written notice shall be sent thirty (30) days prior to such cancellation or non-renewal unless due to non-payment of premiums for which notice shall be sent the (10) days prior." Additionally, Vendor shall provide written notice of cancellation, non-renewal and any reduction in coverage to the address above by certified mail, return receipt requested. If any policy is in excess of a deductible or self-insured retention. City must be notified by Vendor. Vendor shall be entitled by Vendor. Vendor shall be notified by Vendor. Vendor shall be notified by Vendor. Vendor shall be notified by Vendor. Vendor shall provide a copy of this Purchase Order for the is insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order shall not excess or order to its insurance agent or broker. Vendor may not commence services or work relating to the Purchase Order shall provide a copy of this Purchase Order forder. The City's scale panel of insurance or other proof of i

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Phone: 720-913-8100 Fax: 720-913-8101

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States**



Phone: 413/443-7359 Fax: 413/445-7865

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Buyer	Phone		Origin	
Romero. Michae	el P Pur 720 913	8122	REG	

Vendor: 0000064761

Ship To:

For Ship To: SEE LINE

COMMENTS BELOW **United States**

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 **United States**

BIII To:

Comm Emergency Preparedness 1437 Bannock

Room 3 Denver CO United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch Vendor Part #/Description

Mfg ID

Quantity UOM

PO Price

Extended Amt Due Date

the City and County of Denver, its elected and appointed officials, employees and volunteers. Vendor's insurer shall waive subrogation rights against the City. All aub-contractors and sub-consultants (including independent contractors, suppliers or other entities providing goods/services required by this Purchase Order) shall be subject to all of the requirements herein and shall procure and maintain the same coverages required of Vendor. Vendor shall include all such entities as insureds under its policies or shall ensure that they all maintain the required coverages. Vendor shall provide proof of insurance for all such entities upon request by City. For Worker's Compensation Insurance, Vendor shall maintain the coverage as required by statute for each work location and shall maintain Employer's Liability insurance with limits of \$100,000 for each bodily injury occurrence claim, \$100,000 for each bodily injury caused by disease claims. Vendor expressly represents to City, as a material representation upon which City is relying, that none of the Vendor's officers or employees who may be eligible under any statute or law to reject Worker's Compensation Insurance shall effect such rejection during any part of the term of this Purchase Order, and that any such rejections previously effected, have been revoked. Vendor shall maintain Commercial General Liability coverage with limits of \$1,000,000 for each personal and advertising injury claim, \$2,000,000 products and completed operations aggregate, and \$2,000,000 policy aggregate. Vendor shall maintain Business Auto Liability coverage with limits of \$1,000,000 combined single limit applicable to all owned, hired and non-hired vehicles used in performing services under this Purchase Order. For Commercial General Liability coverage, the policy (ii) Defanse costs in excess of policy limits(ii) A severability of interests, separation of insurads or cross liability provision, and (iv) A provision that coverage is non-contributory with other coverage or self-insurance pro

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, lifegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of City and Vendor can be fulfilled.

18. Survival: All terms and conditions of this Purchase Order which by their nature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's insurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period.

19. No Construction Against Drafting Party: No provision of this Purchase Order shall be constructed against the drafter.

20. Status of Vendor/Ownership of Work Product: Vendor is an Independent contractor retained on a contractual basis to perform services for a limited period of time as described in Section 9.1.1E(x) of the Charter of City. Vendor and its employees are not employees or officers of City under Chapter 18 of the D.R.M.C. for any purpose whatsoever. All goods, deliverables, hardware, software, plans, drawings, reports, submittatis and all other documents or things furnished to City by Vendor shall become and are the property of City, without restriction.

Value 1: Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Waiver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No waiver of any breach shall be construed as a waiver of any other rights and remedies of City at law or in equity.

other breach,
23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, marital status, or physical or mental disability; and Vendor shall insert the foregoing provision in any subcontracts hersunder.
24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and comply with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or barring Vendor from City facilities or from participating in City operations.
25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charler §§ 1.2.8, 1.2.9, and 1.2.12.

2. Common or impress no employee or officer of City which would be in violation of City's Code of Epincs, D.R.M.C. §2-51, et seq. or the Charler § 1.28, 1.2.9, and 1.2.12.

28. Advertising and Public Decloeure: Vendor shall not reference the goods/services provided hereunder in any of its advertising or public relations materials without first obtaining the written approval of the Menager of General Services.

27. NO EMPLOYMENT OF ILLEGAL, ALTENS TO PERFORM WORK UNDER THE AGREEMENT: a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Denver Revised Municipal Code, and any amendments (the "Certification Ordinance"). b. The Contractor certifies that (1) At the time of its execution of this Agreement, it does not knowingly employ or contract with an illegal alien who will perform work under the Agreement. (2) it will participate in the E-Verify Program, as defined in § 8 17.5-101(3.7), C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (2) it shall not not receive the Agreement of the E-Verify Program (4) it is prohibited from using the E-Verify Program are newly hired for employment to perform work under the Agreement. (3) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (3) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (3) it has confirmed the employment eligibility of all employees wind are newly hired for employment to perform work under the Agreement. (3) it has confirmed the employment eligibility of all employees who are newly hired for employment to perform work under the Agreement work under the E-Verify Program (4) it is prohibited from using the E-Verify Program procedures to undertake pre-employment eligibility of all employees who are newly hired for employment to perform work under this Agreement, through participation in th

Authorized Signature

Ja grafing

Exhibit A'

Item:	Product#	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$197,250.10	\$188,793.00
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFFRD	29,210.40	27,958.00
Diesel Engine	BCDLEN	7,821.00	7,486.00
(2) Roof Mounted Remote Control Spot Lights	BCNON2	2,008.00	2,008.00
Radiation Detection Package	BCRAD	5,250.00	5,025.00
Explosive Gas Detection System	BCDRG	5,250.00	5,025.00
Rear Auxiliary AC/Heating System	BCAC	2,000.00	1,914.00
Intercom System; Inside to Outside	PCINT	3,000.00	. 2,871.00
AC-DC Power Inverter 3,600 Watt w/ Battery Charge Feature	BCPINV36	5,685.78	5,442.00
(2) Radio Prep Packages	BCINSRA	1,050.00	1,004.00
Whelen Liberty LED Light Bar (Installed)	BCLED	3,055.00	2,924.00
(2) Ballistic Skip Round Shlelds	BCBSRS	3,000.00	2,872.00
Seat Belts Rear Bench Seats	BCNON4	1,244.00	1,244.00
Bedrock Paint	PCPJ	2,150.00	2,058.00
Back up Camera System with Monitor	BCNON1	2,297.00	2,297.00
Heated Windshield Upgrade	BCHGW	2,250.00	2,153.00
40" Spare Tire with Run-Flat	BC40STRF	5,175.92	4,954.00
Front Mounted Receiver with Ram Post and Plate	BCFRAM	4,700.54	4,499.00
(6) 7" Vertical GunPorts	BCGP7	952.86	912.00
High Intensity Driving Lights in Front Bumper	BCHIDL	1,400.03	1,340.00
Supplemental Floor Armor/Blast Shield	BCSFA	5,500.00	5,284.00
Net Savings \$12,27.63		\$290,250.63	\$278,043.00
	FOE	Castle Rock, CO	<u>6,584.00</u>
Total Cost of (1) Lenco BearCat, FOB Castle Rock, CO			\$284,627.00

Romero, Michael P. - Purchasing

Exhibit B

From: Sent: Jim Massery [jmassery@lencoarmor.com] Monday, September 19, 2011 3:04 PM

To:

Romero, Michael P. - Purchasing

Subject:

Courtesy Options

Categories:

Green Category

Mike,

Please accept this email as notification that Lenco will remove the Electric Power Heated Mirrors from the two quotes for Boulder and Douglas counties.

However Lenco will still include this option at no additional cost.

The new quotes will arrive tomorrow.

James Massery
Government Sales Manager
LENCO Armored Vehicles
800-444-5362 ext. 114
Outside US + 413-443-7359 ext. 114
email jim@swattrucks.com







CONFIDENTIALITY NOTICE: This e-mail and any files transmitted with it may contain confidential, privileged and proprietary information of Lenco Armored Vehicles and are intended solely for the use of the individual or entity to whom they are addressed. Any unauthorized use or disclosure is prohibited. If you have received this e-mail in error please notify the sender. This email may also contain technical data relating to a "Defense Article" within the meaning of the International Traffic in Arms Regulations (22 CFR Part 120). The transfer or disclosure of this information to any non-U.S. person or company without an export license approved by the United States Department of State, Directorate of Defense Trade Controls is prohibited under federal law.

EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel: LENCO AND INDUSTRIES AND INC
Country: UNITED STATES
as of 20-Sep-2011 10:42 AM EDT

Your search returned no results.

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division
201 West Colfax Avenue Dept 304
Denver CO 80202
United States

Phone: 720-913-8100 Fax: 720-913-8101



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Buyer	Phone		Origin	
Romero, Michae	l P Pur 720 913 8	122	REG	

Vendor: (

0000064761

Phone: 413/443-7359 Fax: 413/445-7865

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 United States Ship To: For Ship To: SEE LINE COMMENTS BELOW United States

Bill To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO United States

Tax Exempt P Y Tax Exempt ID: 98-02890-000

Line-Sch Vendor Part #/Description Mfg ID Quantity UOM PO

PO Price Extended Amt Due Date

1- 1 Lenco BearCat , 4WD, Rotating Hatch; Counter Balanced, BC55003

1.00EA 234,701.00

234,701.00 04/20/2012

Schedule Total

234,701.00

See Exhibit `A' for itemIzed equipment ilsting and related pricing
Pricing per Vendor Quote 7745B: \$234,701
Included: Lenco Item BCMIR (Electric Power Heated Mirrors) at `No Charge'. See Exhibit `B'

Reg ID: 0000050290

Item Total

234,701.00

FOB Destination: Pittsfield, MA

Vendor to Coordinate with: Sgt. Kevin Parker, Boulder County Sherriff Office: 720-564-2693/ 303-859-0029/ kparker@bouldercounty.org

Vendor Contact:
James J. Massery
413-443-7359
Government Sales Manager
LENCO Armored Vehicles
Alternate: 800-444-5362 ext. 114/413-443-7359 Ext. 114
Email: jmassery@lencoarmor.com

Lenco Industries, Inc. acknowledges and agrees that the vehicle (2012 Lenco BearCat) procured through this Purchase Order is being purchased entirely with Urban Area Security (UASI) grant funds on behalf of the Boulder County Sherriff's Office, Colorado.

The City and County of Denver's sole obligation under this Purchase Order is to provide funding in the amount of \$234,701.00; the Boulder County Sherriff's Office is the intended beneficiary of this Purchase Order.

Upon delivery of the vehicle, title to the vehicle will transfer directly from Lenco Industries, Inc. to the Boulder County Sherriff's Office. At such time, all rights under this PO shall vest in the Boulder County Sherriff's Office. In the event of any conflict between or among Lenco Industries, Inc. and the Boulder County Sherriff's Office, the terms and conditions stated herein shall govern.

RECEIVING and PAYMENT REQUIREMENTS:

Vendor MUST provide invoice, packing slip, including serial numbers, and proof of delivery directly to the address below. Vendor shall not invoice prior to delivery of all products to address Indicated above.

Bill to address:
Office of Emergency Management
ATTN: UASI
1437 Bannock St Rm 3A
Denver, CO 80202
meghan.powell@denvergov.org
720-865-7656

Purchased pursuant to D.R.M.C. 20-64.5. The terms and conditions herein supersede and replace all terms and conditions of GSA_GS-07F-0390M-1122.

DO NOT INVOICE TO THIS ADDRESS City and County of Denver

Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States** Phone: 720-913-8100 Fax: 720-913-8101



		Dispatch	via Print
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MODEM - 00000003	48 09/20/2011		2 of 4
Payment Terms	Freight Terms		Ship Via
Net30	DESTINATION		Common
Buyer	Phone		Origin
Romero, Michae	l P Pur 720 913 81	22	REG

Ship To:

Vendor:

0000064761

Phone: 413/443-7359 Fax: 413/445-7865

For Ship To: SEE LINE COMMENTS BELOW United States

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 **United States**

Bill To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000

Line-Sch Vendor Part #/Description Mfa ID

Quantity UOM

PO Price

Extended Amt Due Date

CITY USE ONLY: A=782000 F=12100 ORG=0160101 PROGRAM=U1025 PROJECT=S21290ASI_10_11

This Purchase Order and Purchase Order MOOEM_0000000347 is contingent upon City Council action in accordance with 3.2.6 (e) of the City Charter and is void without such action; specifically City and County of Denver BR11-0580.

Funding for this Capital Equipment Purchase authorized by Council Bill: CB10-1091-2011.

This project is supported in whole by award #2010-SS-TO-0024, issued by the Colorado Governor's Office of Homeland Security.

Total PO Amount

234,701.00

Any Discrepancies must be reconciled with the Purchasing Division Buyer before this order is filled.

This Purchase Order may contain an item or items issued pursuant to a Master Purchase Order(s) ("MPO") previously agreed to between the City and the Vendor. All of the terms and conditions of the MPO(s) referenced above shall govern the purchase of the related item(s). The Vendor acknowledges and agrees by accepting this Purchase Order: a) that for any item referencing an MPO and where the terms and conditions stated in this Purchase Order differ from the MPO(s) the PO terms are void and of no effect [unless agreed to in a separate written or electronic acknowledgment between the Vendor and the Director of Purchasing] and b) that where there is no MPO referenced above, the Vendor agrees to be bound by all of the terms and conditions of this Purchase Order.

GENERAL CONDITIONS OF PURCHASE:

- Non-Exclusive: This Purchase Order is non-exclusive. City does not guarantee any minimum purchase other than as provided herein.
- 2. Inspection and Acceptance: Vendor shall perform all services in accordance with the standard of care exercised by highly competent vendors who perform like or similar services. City may inspect all goods/services prior to acceptance. Payment does not constitute acceptance. Vendor shall bear the cost of any inspection/hesting that reveal goods/services that are defective or do not meet specifications. City's failure to accept or reject goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services shall not relieve Vendor from its responsibility for such goods/services that are defective or do not meet specifications nor impose liability on City for such goods/services are not acceptable to City, City may, in addition to any other rights it may have at law or in equity: (1) make a warranty claim; (2) repeit and/or replace the goods or substitute other services at Vendor's expense; or (3) reject and return the goods at Vendor's cost and/or reject the services at Vendor's expense for full credit. Any rejected goods/services are not to be replaced without written authorization from City, and any such replacement shall be on the same larms and conditions contained in this Purchase Order.
- authorization from City, and any such replacement shall be on the same terms and conditions contained in this Purchase Order.

 3. Shipping, Taxes and Other Credits and Charges: Vendor shall procure all permits and licenses; pay all charges, taxes and fees; and give all notices necessary and incidental to the fulfillment of this Purchase Order and all cost thereof have been included in the prices contained herein. City shall not be liable for the payment of taxes, late charges or penalties of any nature, except as required by D.R.M.C. § 20-107, et seq. The price of all goods/services shall reflect all applicable tax exemptions. City's Federal Registration No. is 89-02890. All pricing is F.O.B. destination unless otherwise specified. Shipments must be marked with Vendor's name, the Purchase Order number, and contain a delivery or packing slip. Vendor shall not impose any charges for boxing, crating, parcel post, insurance, handling, freight, express or other similar charges or fees. Vendor shall notify City in writing of any price decreases immediately, and City shall receive the benefit thereof on all unshipped items. Vendor shall comply with any additional delivery and/or unloading of goods writhin twenty-four (24) hours of the contamination or spilage or sconer if required by law. Vendor shall pay lastice and use taxes levied by City on any tangible personal property built into the goods/services. Vendor shall obtain a Certificate of Exemption from the State of Colorado Department of Revenue prior to the purchase of any materials to be built into the goods/services and provide a copy of the Certificate to City prior to final payment.
- 4. Risk of Loss: Vendor shall beer the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any
- 4. Risk of Loss: Vendor shall beer the risk of loss, injury or destruction of goods prior to delivery to City. Loss, injury or destruction shall not release Vendor from any obligation hereunder.

 5. Invoice: Each invoice shall include: (i) the purchase order number; (ii) individual itemization of the goods/services; (iii) per unit price, extended and stotaled; (iv) quantity ordered, back ordered and shipped; (v) an invoice number and date; (vf) ordering department's name and "ship to" address; and (vii) agreed upon payment terms set forth herein.

 8. Payment: Payment shall be subject to City's Prompt Payment Ordinance D.R.M.C. § 20-107, et-seq. after City accepts the goods/services. City's payment obligations hereunder, whether direct or contingent, shall extend only to funds appropriated by the Deriver City Council for the purpose of this Purchase Order in encumbered for the purpose of the purpose of this Purchase Order is not intended to create a multiple-fiscal year direct or indirect debt or financial obligation of City. City may setoff against any payments due to Vendor any claims and/or credits it may have against Vendor under this Purchase Order.

 7. Amendments/Changes: Only the Manager of General Services or his delegate is authorized to change or amend this Purchase Order by a formal written change order. Any change or amendment that would cause the aggregate payable under this Purchase Order to cover any increase in cost due to changes or amendments. Goods/services provided without such verification are provided at Vendor's risk. The Vendor has no authority to bind City on any contractual matters.

DO NOT INVOICE TO THIS ADDRESS

City and County of Denver Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 United States Phone: 720-913-8100 Fax: 720-913-8101



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Purchase Order	Date	Revision	Page
MOOEM-000000034	8 09/20/2011		3 of 4
Payment Terms	Freight Terms		Ship Via
Net30	DESTINATION		Common
Buyer	Phone		Origin
Romero, Michael	P Pur 720 913 8:	122	REG

Vendor:

0000064761

Phone: 413/443-7359 Fax: 413/445-7865

Ship To: For Ship To: SEE LINE COMMENTS BELOW **United States**

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 **United States**

Bill To: Comm Emergency Preparedness 1437 Bannock Room 3 Denver CO United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000 Line-Sch Vendor Part #/Description

Mfa ID

Quantity UOM

PO Price

Extended Amt Due Date

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8. Warranty: Vendor warrants and guerantees to City that all goods furnished under this Purchase Order are free from defects in workmanship and materials, are merchantable, and fit for the purposes for which they are to be used. For any goods furnished under this Purchase Order which become defective within twelve (12) months (unless otherwise specified) after date of receipt by City, Vendor shall either, at City's election and to City's satisfact, nemedy any and all defects or replace the defective goods in one expense to City within seven (7) days of receipt of the defective goods or accept the defective goods or accept the defective goods are not shall either and payment of any return shipping charges. Vendor shall be fully responsible delineated herein.

delineated herein.

9. Indemnification/Limitation of Liability: Vendor shall indemnify and hold harmiesa City (including but not limited to its employees, elected and appointed officials, agents and representatives) against any and all losses (including without limitation, loss of use and costs of cover), liability, damage, claims, demands, actions and/or proceedings and all costs and expenses connected therewith (including without limitation attorneys' fees) that arise out of or relate to any claim of infringement of petent, trademark, copyright, trademark, verying the related to this Purchase Order or that are caused by or the result of any act or ornission of Vendor, its agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or demages which result solely from the negligence of City. City shall not be liability or agents, suppliers, employees, or representatives. Vendor's obligation shall not apply to any liability or demages which result solely from the negligence of City. City shall not be liability or consequential, incidental, indirect, special, relience, or punitive damages or for any lost profits or revenues, regardless of the legal theory under which such liability is asserted. In no event shall City's aggregate liability exceed the agreed upon cost for bee goods/services that have been accepted by City under this Purchase Order up to the Total Purchase Order and the supplier of the contrary. City in no way limite or waives the rights, immunities and profit control of the amount due for the goods/services accepted by City. Vendor acknowledges the risks inherent in this termination for convenience and expressly accepts them. Termination by City shall not constitute a waiver of any claims City may have against Vendor.

11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendors obligations under this Purchase.

11. Interference: Vendor shall notify the Director of Purchasing immediately of any condition that may interfere with the performance of Vendor's obligations under this Purchase Order and confirm such notification in writing within twenty-four (24) hours. City's failure to respond to any such notice shall in no way act as a waiver of any rights or remedies

Order and confirm such notification in whiting within twelfty roof (at) read to be provided by an another control of the provided by administrative hearing, pursuant to the procedure established by D.R.M.C.§ 56-108. Director of Purchasing shall render the final determination.

- 3. Assignment/No Third Party Beneficiary: Vendor shall not assign or subcontract any of its rights or obligations under this Purchase Order without the written consent of City. In the event City permits an assignment or subcontract, Vendor shall continue to be liable under this Purchase Order and any permitted assignee or subcontractor shall be bound by the terms and conditions contained herein. This Purchase Order is intended solely for the benefit of City and Vendor with no third party beneficiaries
- 14. Notice: Notices shall be made by Vendor to the Director of Purchauling and by City to Vendor at the addresses provided herein, in writing sent registered, return receip

14. Notice: Notices shall be made by Vendor to the Director of Purchasing and by City to Vendor at the addresses provided herein, In writing sent registered, return receipt requested.

15. Compliance With Laws: Vendor shall observe and comply with all federal, state, county, city and other laws, codes, ordinances, rules, regulations and executive orders related to its performance under this Purchase Order. City may immediately terminate this Purchase Order, in whole or in part, if Vendor or an employee is convicted, plead note contendre, or admits culpability to a criminal offense of bribery, kickbacks, collusive bidding, bid-rigging, antitrust, fraud, undue influence, theft, racketeering, extortion or any offense of a similar nature.

to its performance under this Purchase Crider. City may immediately terminate this pruchase Under, in whose or in pert, it ventious or an employee is connicted, production or any offense of a similar nature.

It is performance under this Purchase or desirably (which ack), collisive bidding, bid-rigging, anithus, fraud, undue influence, theft, racketering, extortion or any offense of a similar nature.

It is considered in the production of the purchase or desirably of the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for these (3) years after the required insurance coverage in force at all times during the term of the Purchase Order, or any extension thereof, during any warranty period, and for these (3) years after the required insurance coverage in force at all times during the term of the Purchase Order are required insurance coverage in Colorado and and by A. M. Best Contrained to the provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration due to the part of the purchase of the provision stating "Should any of the above-described policies be canceled or non-renewed before the expiration of the purchase of the required insurance and any reduction in coverage to the address above by certified provision and in the purchase Order and any reduction in coverage to the address above by certified proquested. If any policy is in access or a deduction of the purchase Order are the minimum requirements, and these requirements of the purchase Order are the minimum requirements, and these requirements for the payment of any deductible or self-insured retardion. The insurance are advicable or self-insured retardion. The insurance are confident or insurance and provides and provides and provides and order to the purchase Order are the minimum requirements and the purchase Order are the minimum requirements, and these requirements for insurance and the insurance and prov

17. Severability: If any provision of this Purchase Order, except for the provisions requiring appropriation and encumbering of funds and limiting the total amount payable by City, is held to be invalid, illegal or unenforceable by a court of competent jurisdiction, the validity of the remaining portions or provisions shall not be affected if the intent of

Is held to be invalid, litegal or unemorceasise by a court of companies, literature must survive termination/expiration shall so survive. Without limiting the foregoing, Vendor's inaurance, warranty and indemnity obligations shall survive for the relevant warranty or statutes of limitation period plus the time necessary to fully resolve any claims, matters or actions begun within that period. Bonds shall survive as long as any warranty period plus the dimensional profits of the sequence of

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Purchasing Division 201 West Colfax Avenue Dept 304 Denver CO 80202 **United States** Phone: 720-913-8100 Fax: 720-913-8101



		via Print	
Purchase Order	Date	Revision	Page
MODEM-00000003	48 09/20/2011	1	4 of 4
Payment Terms	Freight Terms		Ship Vla
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Buyer	Phone		Origin
Romero, Michae	l P Pur 720 913	8122	REG

Vendor:

0000064761

Phone: 413/443-7359 Fax: 413/445-7865

LENCO INDUSTRIES INC 10 BETNR INDUSTRIAL DR PITTSFIELD MA 01201 **United States**

Ship To: For Ship To: SEE LINE COMMENTS BELOW **United States**

Biii To: Comm Emergency Preparedness

1437 Bannock Room 3 Denver CO

United States

Tax Exempt? Y Tax Exempt ID: 98-02890-000				
Line-Sch Vendor Part #/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt Due Date

deliverables, hardware, software, plans, drawings, reports, submittals and all other documents or things furnished to City by Vendor shall become and are the property of City,

without restriction.

21. Records and Audits: Vendor shall maintain for three (3) years after final payment hereunder, all pertinent books, documents, papers and records of Vendor involving transactions related to this Purchase Order, and City shall have the right to inspect and copy the same.

22. Remedies/Walver: No remedy specified herein shall limit any other rights and remedies of City at law or in equity. No walver of any breach shall be construed as a waiver of any

other breach.

23. No Discrimination in Employment: Vendor shall not refuse to hire, discharge, promote or demote, or to discriminate in matters of compensation against any person otherwise qualified, solely because of race, color, religion, national origin, gender, age, military status, sexual orientation, merital status, or physical or mental disability, and Vendor shall insert the foregoing provision in any subcontracts hereunder.

24. Use, Possession or Sale of Alcohol or Drugs: Vendor shall cooperate and compty with the provisions of Executive Order 94. Violation may result in City terminating this Purchase Order or berring Vendor from City facilities or from participating in City operations.

25. Conflict of Interest: No employee of City shall have any personal or beneficial interest in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

25. Conflict of Interset: No employses of City shall have any personal or beneficial Interset in the goods/services described in this Purchase Order; and Vendor shall not hire or contract for services any employee or officer of City which would be in violation of City's Code of Ethics, D.R.M.C. §2-51, et seq. or the Charter §§ 1.2.8, 1.2.9, and 1.2.12.

26. Advertising and Public Disclosure; Vendor shall not reference the goods/services provided hereunder in any of its advertising or public refations materials without first obtaining the written approved of the Manager of General Services.

27. NO EMPLOYMENT OF ILLEGAL ALIENS TO PERFORM WORK UNDER THE AGREEMENT: a. This Agreement is subject to Division 5 of Article IV of Chapter 20 of the Deriver Revised Municipal Code, and any amendments (the "Certification Ordinance"). b. The Contractor certifies that (1) At the time of its execution of this Agreement, (2) it is alien who will perform work under this Agreement, (2) It will participally Program, as defined in § 8 175-101(3.7). C.R.S., to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement. (3) It has confirmed this employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (3) It has confirmed this employment eligibility of all employees who are newly hired for employment to perform work under the Agreement. (3) It has confirmed this employment eligibility of all employees who are newly hired for employment to perform work under the Agreement, (3) It is probleted from using the E-Verify Program procedures to undertake pre-employment to perform work under the Agreement, (3) It is probleted from using the E-Verify Program procedures to undertake pre-employment or subcontractor work under the Agreement, and that otherwise requires the Contractor to comply with any and all federal requirements related to use of the E-Verify Program including, by way of example, all program requirements relat

Authorized Signature

8 July

Exhibit A

ten:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$197,250.10	\$188,793.00
Diesel Engine	BCDLEN	7,821.00	7,486.00
AC-DC Power Inverter 3,600 Watt w/ Battery Charge Feature	BCPINV36	5,685.78	5,442.00
Electric Power Winch (Deletes Front Storage Area on Bumper)	BCWNCH	5,895.78	5,643.00
Heated Windshield Upgrade	BCHGW	2,250.00	2,153.00
Rear Auxiliary AC/Heating System	BCAC	2,000.00	1,914.00
Extreme Heat Reducing Insulation & Sound Reduction Pkg	BCEXHT	2,135.56	2,044.00
(1) Roof Mounted Remote Control Spot Lights	BCRCSL	1,050.00	1,004.00
Ford F550 Service Manuals	BCFMNL	475.00	455.00
Ballistic Skip Round Shield	BCBSRS	1,500.00	1,436.00
Rear Tow Hitch Receiver	BCRTOWR	1,050.02	1,005.00
22.5" Tire and Wheel Upgrade	BCTWU	7,940.00	7,600.00
Run-Flat Tires for 22.5" Tire and Wheel Upgrade	BCRF225	7,400.29	7,083.00
22.5" Spare Tire with Run Flat	BCSTRF2	2,761.00	2,643.00
Net Savings \$10,513.53	AL DESERVE	\$245,214.53	\$234,701,00
Total Cost of (1) Len	co BearCat FOB Orig	in, Pittsfield, MA	\$234,701.00

Exhibit B

Romero, Michael P. - Purchasing

From: Sent: Jim Massery-[jmassery@lencoarmor.com] Monday, September 19, 2011 3:04 PM

To:

Romero, Michael P. - Purchasing

Subject:

Courtesy Options

Categories:

Green Category

Mike,

Please accept this email as notification that Lenco will remove the Electric Power Heated Mirrors from the two quotes for Boulder and Douglas counties.

However Lenco will still include this option at no additional cost.

The new quotes will arrive tomorrow.

James Massery
Government Sales Manager
LENCO Armored Vehicles
800-444-5362 ext. 114
Outside US + 413-443-7359 ext. 114
email jim@swattrucks.com







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EPLS

Excluded Parties List System

Search Results Excluded By
Firm, Entity, or Vessel: LENCO AND INDUSTRIES AND INC
Country: UNITED STATES
as of 20-Sep-2011 10:42 AM EDT

Your search returned no results.