

OFFICE OF THE CITY ATTORNEY
CHARLES PARKIN, City Attorney
411 West Ocean Boulevard, 9th Floor
Long Beach, CA 90802-4664

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AGREEMENT
36270

THIS AGREEMENT is made and entered, in duplicate, as of December 14, 2021 for reference purposes only, pursuant to Resolution No. RES-21-0149 adopted by the City Council of the City of Long Beach at its meeting on December 7, 2021, by and between LENCO INDUSTRIES, INC., a Massachusetts corporation (“Vendor”), with a place of business located at 10 Betnr Industrial Drive, Pittsfield, MA 01201 and the CITY OF LONG BEACH (“City”), a municipal corporation.

WHEREAS, Section 1802 of the Long Beach City Charter permits the City to make purchases under the purchasing contracts of other governmental agencies when authorized to do so by a resolution; and

WHEREAS, the City desires to purchase a 2022 Lenco Bear Cat armored tactical vehicle with related equipment and accessories; and

WHEREAS, the San Diego Unified Port District has an agreement for the purchase of these armored vehicles, Purchase Agreement No. 21-2021MA (“San Diego Contract”); and

WHEREAS, Resolution No. RES-21-0149 authorizes the City to purchase a Lenco Bear Cat armored tactical vehicle by virtue of the San Diego Contract;

NOW, THEREFORE, in consideration of the terms and conditions contained in this Agreement, the parties agree as follows:

1. The San Diego Contract with Vendor, attached hereto as Exhibit “A”, is incorporated by this reference as if fully set forth, and the same terms and conditions contained in the San Diego Contract shall be applicable here except as follows:

A. Wherever the San Diego Contract refers to the San Diego Unified Port District, it shall be deemed to refer to the City of Long Beach;

B. Vendor shall sell, furnish and deliver to the City a Lenco Bear Cat armored tactical vehicle (“Vehicle”) of substantially the same type and kind purchased under the San Diego Unified Port District, except as modified by Exhibit

1 "B" attached hereto and incorporated by this reference, in an amount not to exceed
2 Three Hundred Forty-Nine Thousand Five Hundred Eighty-Three Dollars
3 (\$349,583), including tax and fees. The Vehicle shall be delivered no later than and
4 no later than April 30, 2023. To the extent that the San Diego Contract and this
5 Agreement are inconsistent, the following priority shall govern: (1) this Agreement
6 and (2) the San Diego Contract.

7 C. Payment for the Vehicle purchased from Vendor by the City
8 shall be made by the City on delivery to and acceptance of the Vehicle by the City
9 and submittal of an invoice to the City. Payment is due thirty (30) days after the
10 date of the invoice.

11 D. Prior to delivery of the Vehicle, Vendor shall notify the City in
12 writing no less than fifteen (15) days prior to the location and date on which the
13 Vehicle will be ready for City inspection. If no defect or discrepancy is revealed by
14 City's inspection, the Vendor shall deliver the Vehicle to City. Any defect or
15 discrepancy revealed shall be promptly corrected by the Vendor prior to delivery at
16 no extra cost to the City.

17 E. All warranties shall accrue to the City of Long Beach.

18 F. This Agreement shall be governed by and construed pursuant
19 to the laws of the State of California, except those provisions of California law
20 pertaining to conflicts of laws. Any action involving this Agreement shall be brought
21 in the Los Angeles County Superior Court, Long Beach Judicial District, or the
22 United States District Court for the State of California located in Los Angeles.

23 G. Vendor shall comply with all laws, ordinances, rules and
24 regulations of and obtain all permits, licenses, and certificates required by all federal,
25 state and local governmental authorities.

26 H. In connection with performance of this Agreement and federal
27 laws, rules and regulations, Vendor shall not discriminate in employment or in the
28 performance of this Agreement on the basis of race, religion, national origin, color,

1 age, sex, sexual orientation, gender identity, AIDS, HIV status, handicap or
2 disability.

3 I. The acceptance of any products or the payment of any money
4 by City shall not operate as a waiver of any provision of this Agreement, or of any
5 right to damages or indemnity stated herein. The waiver of any breach of this
6 Agreement shall not constitute a waiver of any other or subsequent breach of this
7 Agreement.

8 J. This Agreement was created as a joint effort of both parties and
9 neither it nor any part of it shall be construed against one party as the drafter.

10 K. Termination of this Agreement shall not affect rights or liabilities
11 of the parties which accrued prior to termination and shall not extinguish any
12 warranties.

13 L. Vendor shall not use the name of City, its officials or employees
14 in any advertising or solicitation for business nor as a reference without the prior
15 written approval of City's City Manager.

16 M. This Agreement is intended by the parties to benefit themselves
17 only and is not in any way intended or designed to or entered for the purpose of
18 creating any benefit or right for any person or entity of any kind that is not a party to
19 this Agreement.

20 N. The terms and conditions of this Agreement are severable. If
21 any term or condition is held invalid, void or unenforceable, the remaining terms and
22 conditions shall be given effect.

23 2. The City also reserves the right, at any time prior to delivery and
24 acceptance of the goods and after delivery of written notice to Vendor at the above address,
25 to terminate this Agreement, with or without cause, even though there has not been any
26 act or omission sufficient to constitute an anticipated or actual breach of the Agreement or
27 of any implied warranty. Termination of this Agreement in accordance with this section will
28 serve to release both Parties from any further obligations hereunder, including but not

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1 limited to delivery of and payment for the goods. In the event of contract termination without
2 cause, Vendor will be compensated for work performed to date of termination.

3 3. Neither this Agreement nor any money that becomes due to Vendor
4 under this Agreement may be assigned by Vendor without the prior written consent of the
5 City Manager or their designee.

6 4. Any notice given under this Agreement shall be in writing and
7 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
8 delivered or mailed to Vendor at the relevant address first stated above, and to the City at
9 411 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager. Notice
10 shall be deemed given three days after deposit in the mail.

11 5. The terms appearing on the San Diego Contract are incorporated in
12 this Agreement.

13 6. Vendor shall cooperate with the City in all matters relating to self-
14 accrual of use tax. Vendor shall contact the City Treasurer for additional information
15 regarding self-accrual.

16 7. This Agreement and all documents which are incorporated by
17 reference in this Agreement constitute the entire understanding between the parties and
18 supersede all other agreements, oral or written, with respect to the subject matter of this
19 Agreement.

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IN WITNESS WHEREOF, the parties have caused this document to be duly executed with all formalities required by law as of the date first stated above.

LENCO INDUSTRIES, INC., a
Massachusetts corporation

5/9/2022, 2022

By [Signature]
Name Rob Weisberger
Title Contracting & Sales Admin Specialist

_____, 2022

By _____
Name _____
Title _____

"Vendor"

CITY OF LONG BEACH, a municipal
corporation

May 12, 2022

By [Signature]
City Manager

"City"

EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER.

This Agreement is approved as to form on May 9, 2022.

CHARLES PARKIN, City Attorney

By [Signature]
Deputy

EXHIBIT "A"

**SAN DIEGO UNIFIED PORT DISTRICT
PURCHASE AGREEMENT
for
ARMORED TACTICAL VEHICLE**

Purchase Agreement No. 21-2021MA

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and LENCO INDUSTRIES, INC. dba LENCO ARMORED VEHICLES, a Massachusetts Corporation (Vendor).

The parties agree:

1. BID PROPOSAL PACKAGE:

(A) Vendor has carefully examined the Request for Bids (RFB) No. 21-07MA for the materials to be furnished by Vendor. RFB Specifications are attached as Exhibit A, and Vendor understands the meaning, intent and requirements contained therein.

(B) Vendor agrees to furnish the materials to the District by the delivery date specified in strict conformity with the specifications therefore, for the prices quoted and in accordance with conditions herein.

(C) Vendor agrees to all terms set forth in RFB No. 21-07MA.

2. RECEIPT OF GOODS:

The goods will be deemed received by District when delivered to District at 1400 Tidelands Avenue, National City, CA 91950, which shall hereinafter be referred to as the "Place of Delivery."

3. RIGHT OF INSPECTION:

District will have the right to inspect and accept or reject the goods when received at the Place of Delivery, and the right, within ten (10) business days after receipt, to give notice to Vendor of any claim for damages on account of the condition, quality, or grade of the goods. The District retains the right to inspect and accept or reject any goods to be delivered to a bailee, as if such were delivered to the District itself, and in such instance, Vendor will tender to District a valid and adequate negotiable document of title covering the goods or written acknowledgement from the bailee of the District's right to possession of the goods. Any attempt by District to correct any of the goods delivered in a defective or non-working condition will not constitute an acceptance of such goods where such efforts are commercially reasonable in extent and cost, and District may subsequently revoke its acceptance and reject the goods where the attempt to correct such defect has proved unsuccessful.

4. REJECTED GOODS:

On receipt of notification of rejection of goods, Vendor will immediately arrange to receive back the rejected goods at Vendor's expense, and [Parties to initial clause below]:

_____ _____ Ship conforming goods within ten (10) business days of notice of
Vendor District rejection, unless District notifies Vendor to forego such shipment
in its notification of rejection of goods.

5. **RISK OF LOSS:**

The risk of loss from any casualty to the goods, regardless of the cause, will be on Vendor up to the time of receipt of the goods by District at the Place of Delivery, but only after any proper inspection has been completed without rejection of the goods. Thereafter, such risk will be on District, including any goods thereafter returned to Vendor until their receipt by Vendor.

6. **TRADE NAMES:**

Certain materials may be designated in the specifications by a trade name or the name of a manufacturer. Materials which are "an equal" item of equal quality and the required characteristics for the purpose intended will be permitted.

7. **DELIVERY:**

(A) Delivery shall be made within the time set forth on the Purchase Order. Time is of the essence as to delivery.

(B) Vendor shall not be held liable for failure to make delivery because of strikes, conscription of property, governmental regulations, acts of God or any other causes beyond control of vendor, provided a written extension of time to make delivery is obtained from the Executive Director of District or authorized designee.

8. **FIRM PRICES:**

Prices of a bid shall be firm prices not subject to escalation. In the event the specifications provide for escalation the maximum limit shall be shown. If no limit is set to this escalation, the bid shall be rejected. In the event of a decline in market price(s) below the price(s) bid, District shall receive the benefit of such decline.

9. **ROYALTIES AND PATENTS:**

The successful vendor shall pay all royalties and patent fees. Said Vendor shall defend all suits and claims for infringements of any patent rights and shall save District harmless from loss on account thereof, including reasonable attorney's fees.

10. **TAXES:**

District shall furnish Exemption Certificates for Federal Excise Tax. District shall pay the State, City and County Sales Taxes. However, sales tax is to be added by the Vendor to the net amount invoiced.

11. **ASSIGNMENT:**

No assignment by either party of any rights, including rights to moneys due or to become due under this Agreement, or delegation of any duties under this Agreement or under any orders subject to this Agreement, will be binding upon the other party until its written consent has been obtained.

12. **CALIFORNIA LAW:**

The validity, construction, and interpretation of this bid and any Agreement shall be governed by the laws of the State of California.

13. **FEDERAL GRANT REQUIREMENTS:**

Where applicable, District and Vendor shall adhere to the following Federal requirements:

Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
- (D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is

otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- (E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.
- (F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.
- (G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- (H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- (I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay

any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

14. PAYMENT:

Payment for the materials shall be made for materials which shall be due and payable only upon acceptance by the District after the materials have been delivered and inspected and tested for compliance with the specifications

15. ANTITRUST CLAIMS:

These provisions are included in this Agreement as required by California Government Code Section 4550 et seq: In submitting a bid to the District, the Vendor offers and agrees that if the bid is accepted, it will assign to the District all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchase of goods, materials or services by the Vendor for sale to the District pursuant to the bid. Such assignment shall be made and become effective at the time the District tenders final payment to the vendor, without further acknowledgment by the parties.

16. VENDOR'S WARRANTIES:

In addition to any manufacturer's warranties associated or provided with the goods, copies of which shall be delivered by Vendor with the goods and their incorporation herein shall be deemed made by this reference, without attachment, as though fully set forth herein, Vendor expressly warrants that the goods are fit for the purpose to which Buyer desires the goods to be used (new and unused goods).

Furthermore, the parties intend that the provisions of Division 2 of the California Uniform Commercial Code ("CUCC") will apply to this Section, except where this Contract may expressly provide otherwise, and thereby Vendor intends all implied warranties there under, without limitation by reference herein, to apply to this Contract, including, but not limited to: (i) a warranty that the goods are now free, and at the time of delivery will be free, from any security interest or other lien or encumbrance, (ii) a warranty that at the time of signing the Contract, Vendor neither knows, nor has reason to know, of the existence of any outstanding title or claim of title hostile to the rights of Vendor in the goods, (iii) a warranty that the goods are of merchantable quality, and (iv) a warranty that the goods are fit for the purpose to which Buyer desires the goods to be used.

17. INDEMNIFICATION:

Vendor agrees to indemnify, defend and hold harmless District, its officers, agents, and employees, from and against any and all claims, liabilities, damages, demands, losses, costs, and expenses including reasonable attorney's fees arising directly or indirectly out of the obligations of this Agreement, except claims arising through the sole negligence or willful misconduct of the District.

18. **COMPLIANCE WITH LAWS:**

The Parties will comply with all applicable governmental laws, regulations, orders, and other rules of duly constituted authorities.

19. **TERMINATION:**

The District also reserves the right, at any time prior to delivery and acceptance of the goods and after delivery of written notice to Vendor at the above address or fax number, to terminate this Agreement, with or without cause, even though there has not been any act or omission sufficient to constitute an anticipated or actual breach of the Agreement or of any implied warranty. Termination of this Agreement in accordance with the section will serve to release both Parties from any further obligations hereunder, including but not limited to delivery of and payment for the goods.

***** END OF PAGE *****

20. NOTICES:

All notices and other communications required or authorized under this Agreement will be given in writing by: (i) personal delivery, (ii) registered mail or overnight express delivery service or (iii) email. Each party will advise the other promptly of any change in its address. It is an express condition of this Agreement that this contract shall not be complete or effective until signed by the Executive Director or designee on behalf of the District.

VENDOR:

LENCO INDUSTRIES, INC. dba LENCO ARMORED VEHICLES

Vendor's Legal Entity Listing (DBA, etc)

Vendor's Signature Date

Rob Weisberger Contracting & Sales Administrative Specialist
Signatory's Printed Name Title

SAN DIEGO UNIFIED PORT DISTRICT:

Mark G. Stainbrook Vice President, Public Safety/Chief of Harbor Police
Printed Name Title

Signature Date

APPROVED AS TO FORM AND LEGALITY:

General Counsel

By: Assistant/Deputy Date

EXHIBIT A SPECIFICATIONS

Harbor Police Armored Tactical Vehicle

The Vendor shall provide the listed vehicle and associated equipment. The vehicle and associated equipment listed in this solicitation is a per vehicle quote. The delivered vehicle shall be to District specifications and must be approved by the District's Harbor Police Department.

A. Product Specifications

Vendor shall supply one (1) Model year 2020 or later Armored Tactical Vehicle as specified below, or District approved equal:

- Paint Color: Black
- Ballistic Rating: .50 CAL BMG Armor Protection, NIJ IV and Multi-hit
- LED Lights: California mandated Solid Burn Red & Blue Front, Amber & Blue Rear
- 4 Wheel Drive (4WD)
- Rotating Hatch
- Counter Balanced
- 135 inch or Less Wheelbase
- Inside Turning Radius of 18' or Less
- With Following Options:
 - Diesel Engine, 6.7L Turbo
 - AC-DC Power Inverter 2,000 Watt with Battery Charge Feature and Auto Eject
 - Back up Camera System with Monitor
 - Electric Power Mirrors
 - Intercom System (Inside to Outside)
 - Radiation Detection Package
 - Explosive Gas Detection Package
 - Rear Air Conditioning – Heating System: High Capacity
 - Rear Air Conditioning – Heating System: High Capability Upgrade
 - Color and Thermal Camera with Controller, Front and Rear Monitors
 - Radio Prep Package
 - 4-Door Configuration
 - Military Style Cupola with Ballistic Windows and Mechanical Turret System
 - 22.5" Tire and Wheel Upgrade
 - Run-Flat Tires for 22.5" Tire and Wheel Upgrade
 - Hydraulic Front Mounted Receiver with Ram Post and Plate
 - Brake and Rake
 - Roof Mounted Remote Control Spot Light – LED (Quantity 2)
 - 7" Vertical Gun Port Upgrade (Quantity 8)

DocuSign Envelope ID: 4830C879-243E-4E8D-B8F9-6A92EE8B6527

B. Timeline

Delivery of the Armored Tactical Vehicle according to this Specification must be made ***no later than February 28, 2022***. No changes to the project timeline will be made without prior written approval from the District.

EXHIBIT “B”



Protecting Our Nation's Defenders™
 10 Betnr Industrial Drive – Pittsfield, MA 01201
 PH (413) 443-7359 – FAX (413) 445-7865

Quotation: 20839B

Customer Code: LO011
 Quotation Date: 9/7/2021
 Lenco Tax ID#: 04-2719777

Bill To

City of Long Beach
 Financial Management - Fleet Services
 2600 Temple Ave.
 Long Beach, CA 90806

Ship To

Financial Management
 Fleet Acquisitions Services
 2600 Temple Ave.
 Long Beach, CA 90806

Payment Terms	Shipping Terms	Ship Via
Net 30 Days	FOB: Destination	Common Carrier
Estimated Completion	Inhouse Contact	Inspection & Acceptance
10 Months ARO (Est.)	Jim Massery	At Lenco's Facility in Pittsfield, MA

Item:	Product #	Qty	Unit Price	Extension
Lenco BearCat	BC55003	1	\$ 200,704.00	\$ 200,704.00
Paint Color: Lusterless Black	18-342			
LED Lights: CA Mandated Solid Burn Red & Blue Front, Amber & Blue R				
Options:				
Diesel Engine, 6.7L Turbo	BCDLEN	1	\$ 8,859.00	\$ 8,859.00
AC-DC Power Inverter with Auto Eject	BCINV2000	1	\$ 6,387.00	\$ 6,387.00
Back up Camera System with Monitor	BCBU	1	\$ 2,297.00	\$ 2,297.00
Intercom System; Inside to Outside	BCINT	1	\$ 2,871.00	\$ 2,871.00
Armored Oil Pan Guard	BCAOPG	1	\$ 1,936.00	\$ 1,936.00
Rear A/C - Heating System: High Capacity Upgrade	BCHACUP	1	\$ 7,182.00	\$ 7,182.00
Color & Thermal Camera w/Controller, Front and Rear Monitors	BCTI	1	\$ 31,585.00	\$ 31,585.00
(1) 7" Vertical GunPort Upgrade	BCGP7	8	\$ 152.00	\$ 1,216.00
4-Door Configuration	BC4DR	1	\$ 7,858.00	\$ 7,858.00
Military Style Cupola w/Ballistic Windows & Mechanical Turret System	BCMCUPOLA	1	\$ 26,321.00	\$ 26,321.00
22.5" Tire and Wheel Upgrade	BCTWU	1	\$ 8,800.00	\$ 8,800.00
Run-Flat Tires for 22.5" Tire and Wheel Upgrade	BCRF225	1	\$ 7,083.00	\$ 7,083.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	1	\$ 12,479.00	\$ 12,479.00
Roof Mounted Remote Control Spot Light - LED	BCSLED	2	\$ 1,404.00	\$ 2,808.00
Radio Prep Package, (1) Max (2)	BCINSRA	1	\$ 502.00	\$ 502.00
Electric Power Mirrors	BCMIR	1	\$ 1,508.00	\$ 1,508.00
Break and Rake	BCBAR	1	\$ 1,200.00	\$ 1,200.00
BearCat (Configuration Subtotal)		1	\$ 331,596.00	\$ 331,596.00
Discount	TID	1	\$ (33,159.60)	\$ (33,159.60)
Performance Bond	{101002}	1	\$ 7,760.91	\$ 7,760.91

Notes:	Subtotal	\$ 306,197.31
Performance Bond rate is 2.5% of total proposal.	Shipping	\$ 12,000.00
Long Beach tax (10.25%) of \$31,385.22 is NOT collected by Lenco.	Tax	-
	Total Order	\$ 318,197.31

WARNING: Information Subject to Export Control Laws
 The written approval of the Directorate of US Defense Trade Controls and Lenco Industries, Inc. must be obtained before reselling, transferring, transshipping or disposing of a defense article to any end user, end use or destination other than as stated on this Lenco quote or the shipper's export declaration in cases where an exemption is claimed under this subchapter ITAR 123.9(A).

Acceptance of this quotation or entering into a purchase agreement with Lenco, the purchaser agrees to Lenco's full Terms and Conditions of Sale, available upon request. This quote will be valid for 90 days.

ACCEPTANCE OF PROPOSAL –

Authorized Signature: _____
 Please Sign and Return

Authorized Signature: Jim Massery
 Jim Massery

Thank You