



Protecting Our Nation's Defenders™

Lenco Industries, Inc.

“Bid on #173-2018 Armored Response Vehicle”

Bid Number: Bid 173-2018

Bid Title: Armored Response Vehicle

Issue Date: 12/19/2018 10:00:01 AM (ET)

Close Date: 1/2/2019 02:00:00 PM (ET)

Bid Contact Information:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507**

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive · Pittsfield, MA 01201 · Tel (413) 443-7359 · Fax (413) 445-7865

www.LencoArmor.com · e-mail: Info@LencoArmor.com



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LEXINGTON

Lexington-Fayette Urban County Government

Lexington, Kentucky
Horse Capital of the World

Division of Central Purchasing

Date of Issue: December 19, 2018

INVITATION TO BID #173-2018 Armored Response Vehicle

Bid Opening Date: January 2, 2019

Bid Opening Time: 2:00 PM

Address: 200 East Main Street, 3rd Floor, Room 338, Lexington, Kentucky 40507

Type of Bid: Firm Bid

Pre Bid Meeting: Month XX, 2018

Pre Bid Time: X:XX xm

Address: XXXXXXXXXXXX Street

Sealed bids will be received in the office of the Division of Central Purchasing, 200 East Main Street, Lexington, Kentucky, until **2:00 PM**, prevailing local time on **01/02/2019**. Bids must be received by the above-mentioned date and time. Mailed bids should be sent to:

**Division of Central Purchasing
200 East Main Street, Room 338
Lexington, KY 40507, (859) 258-3320**

The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. **Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.** All bids must be signed and have the company name and address, bid invitation number, and the name of the bid on the outside of the envelope.

Bids are to include all shipping, handling and associated fees to the point of delivery located at: 669 Byrd Thurman Way, Lexington, KY 40510

Performance Bond will be required for this bid IF you are awarded

<p>Check One: <input type="checkbox"/> Bid Specifications Met <input checked="" type="checkbox"/> Exceptions to Bid Specifications. <i>Exceptions shall be itemized and attached to bid proposal submitted.</i></p>		<p>Proposed Delivery: <u>240</u> days after acceptance of bid.</p>
<p>Procurement Card Usage—The Lexington-Fayette Urban County Government may be using Procurement Cards to purchase goods and services and also to make payments. Will you accept Procurement Cards? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>		

Submitted by: Lenco Industries, Inc.

Firm Name

10 Betnr Industrial Drive

Address

Pittsfield, MA 01201

City, State & Zip



Signature of Authorized Company Representative – Title

James J. Massery - Gov't Sales Manager

Representative's Name (Typed or printed)

413-443-7359, ext. 114 413-445-7865

Area Code - Phone – Extension *Fax #*

jmassery@lencoarmor.com

E-Mail Address

*Bid must be signed:
(original signature)*



The Affidavit in this bid must be completed before your firm can be considered for award of this contract.

AFFIDAVIT

Comes the Affiant, James J. Massery, and after being first duly sworn under penalty of perjury as follows:

1. His/her name is James J. Massery and he/she is the individual submitting the bid or is the authorized representative of Lenco Industries, Inc.
the entity submitting the bid (hereinafter referred to as "Bidder")
2. Bidder will pay all taxes and fees, which are owed to the Lexington-Fayette Urban County Government at the time the bid is submitted, prior to award of the contract and will maintain a "current" status in regard to those taxes and fees during the life of the contract.
3. Bidder will obtain a Lexington-Fayette Urban County Government business license, if applicable, prior to award of the contract.
4. Bidder has authorized the Division of Central Purchasing to verify the above-mentioned information with the Division of Revenue and to disclose to the Urban County Council that taxes and/or fees are delinquent or that a business license has not been obtained.
5. Bidder has not knowingly violated any provision of the campaign finance laws of the Commonwealth of Kentucky within the past five (5) years and the award of a contract to the Bidder will not violate any provision of the campaign finance laws of the Commonwealth.
6. Bidder has not knowingly violated any provision of Chapter 25 of the Lexington-Fayette Urban County Government Code of Ordinances, known as "Ethics Act."

Bidder acknowledges that "knowingly" for purposes of this Affidavit means, with respect to conduct or to circumstances described by a statute or ordinance defining an offense, that a person is aware or should have been aware that his conduct is of that nature or that the circumstance exists.

Further, Affiant sayeth naught.

James J. Massery

STATE OF

Massachusetts

COUNTY OF

Berkshire

The foregoing instrument was subscribed, sworn to and acknowledged before me
by personal knowledge on this the 28th day
of December, 2018.

My Commission expires: October 8, 2021



TIMOTHY D. MANGUN
NOTARY PUBLIC
Commonwealth of Massachusetts
My Commission Expires
October 8, 2021



TDM

NOTARY PUBLIC, STATE AT LARGE

Please refer to Section II. Bid Conditions, Item "U" prior to completing this form.

I. GREEN PROCUREMENT

A. ENERGY

The Lexington-Fayette Urban County Government is committed to protecting our environment and being fiscally responsible to our citizens.

The Lexington-Fayette Urban County Government mandates the use of Energy Star compliant products if they are available in the marketplace (go to www.Energystar.gov). If these products are available, but not submitted in your pricing, your bid will be rejected as non-compliant.

ENERGY STAR is a government program that offers businesses and consumers energy-efficient solutions, making it easy to save money while protecting the environment for future generations.

Key Benefits

These products use 25 to 50% less energy
Reduced energy costs without compromising quality or performance
Reduced air pollution because fewer fossil fuels are burned
Significant return on investment
Extended product life and decreased maintenance

B. GREEN SEAL CERTIFIED PRODUCTS

The Lexington-Fayette Urban County Government is also committed to using other environmentally friendly products that do not negatively impact our environment. Green Seal is a non-profit organization devoted to environmental standard setting, product certification, and public education.

Go to www.Greenseal.org to find available certified products. These products will have a reduced impact on the environment and on human health. The products to be used must be pre-approved by the LFUCG prior to commencement of any work in any LFUCG facility. If a Green Seal product is not available, the LFUCG must provide a signed waiver to use an alternate product. Please provide information on the Green Seal products being used with your bid response.

C. GREEN COMMUNITY

The Lexington-Fayette Urban County Government (LFUCG) serves as a principal, along with the University of Kentucky and Fayette County Public Schools, in the Bluegrass Partnership for a Green Community. The Purchasing Team component of the Partnership collaborates on economy of scale purchasing that promotes and enhances environmental initiatives. Specifically, when applicable, each principal is interested in obtaining best value products and/or services which promote environment initiatives via solicitations and awards from the other principals.

If your company is the successful bidder on this Invitation For Bid, do you agree to extend the same product/service pricing to the other principals of the Bluegrass Partnership for a Green Community (i.e. University of Kentucky and Fayette County Schools) if requested?

Yes _____ No _____

II. Bid Conditions

- A. No bid may be withdrawn for a period of sixty (60) days after the date and time set for opening.
- B. No bid may be altered after the date and time set for opening. In the case of obvious errors, the Division of Central Purchasing may permit the withdrawal of a bid. The decision as to whether a bid may be withdrawn shall be that of the Division of Central Purchasing.
- C. Acceptance of this proposal shall be enactment of an Ordinance by the Urban County Council.
- D. The bidder agrees that the Urban County Government reserves the right to reject any and all bids for either fiscal or technical reasons, and to award each part of the bid separately or all parts to one vendor.

- E. Minor exceptions may not eliminate the bidder. The decision as to whether any exception is minor shall be entirely that of the head of the requisitioning Department or Division and the Director of the Division of Central Purchasing. The Urban County Government may waive technicalities and informalities where such waiver would best serve the interests of the Urban County Government.
- F. Manufacturer's catalogue numbers, trade names, etc., where shown herein are for descriptive purposes and are to guide the bidder in interpreting the standard of quality, design, and performance desired, and shall not be construed to exclude proposals based on furnishing other types of materials and/or services. However, any substitution or departure proposed by the bidder must be clearly noted and described; otherwise, it will be assumed that the bidder intends to supply items specifically mentioned in this Invitation for Bids.
- G. The Urban County Government may require demonstrations of the materials proposed herein prior to acceptance of this proposal.
- H. Bids must be submitted on this form and must be signed by the bidder or his authorized representative. Unsigned bids will not be considered.
- I. Bids must be submitted prior to the date and time indicated for opening. Bids submitted after this time will not be considered.
- J. All bids mailed must be marked on the face of the envelope:
"Bid on #173-2018 Armored Response Vehicle"
and addressed to: Division of Central Purchasing
 200 East Main Street, Room 338
 Lexington, Kentucky 40507
- The Lexington-Fayette Urban County Government assumes no responsibility for bids that are not addressed and delivered as indicated above. Bids that are not delivered to the Division of Central Purchasing by the stated time and date will be rejected.**
- K. Bidder is requested to show both unit prices and lot prices. In the event of error, the unit price shall prevail.
- L. A certified check or Bid Bond in the amount of XX percent of the bid price must be attached hereto for bids greater than \$50,000. This check must be made payable to the Lexington-Fayette Urban County Government, and will be returned when the material and/or services specified herein have been delivered in accordance with specifications. In the event of failure to perform within the time period set forth in this bid, it is agreed the certified check may be cashed and the funds retained by the Lexington-Fayette Urban County Government as liquidated damages. Checks of unsuccessful bidders will be returned when the bid has been awarded.
- M. The delivery dates specified by bidder may be a factor in the determination of the successful bidder.
- N. Tabulations of bids received may be mailed to bidders. Bidders requesting tabulations must enclose a stamped, self-addressed envelope with the bid.
- O. The Lexington-Fayette Urban County Government is exempt from Kentucky Sales Tax and Federal Excise Tax on materials purchased from this bid invitation. Materials purchased by the bidder for construction projects are not tax exempt and are the sole responsibility of the bidder.
- P. All material furnished hereunder must be in full compliance with OSHA regulations.
- Q. If more than one bid is offered by one party, or by any person or persons representing a party, all such bids shall be rejected.
- R. Signature on the face of this bid by the Bidder or his authorized representative shall be construed as acceptance of and compliance with all terms and conditions contained herein.
- S. The Entity (regardless of whether construction contractor, non-construction contractor or supplier) agrees to provide equal opportunity in employment for all qualified persons, to prohibit discrimination in employment because of race, color, creed, national origin, sex or age, and to promote equal employment through a positive, continuing program from itself and each of its sub-contracting agents. This program of equal employment opportunity shall apply to every aspect of its employment policies and practices.

- T. The Kentucky Equal Employment Opportunity Act of 1978 (KRS 45.560-45.640) requires that any county, city, town, school district, water district, hospital district, or other political subdivision of the state shall include in directly or indirectly publicly funded contracts for supplies, materials, services, or equipment hereinafter entered into the following provisions:

During the performance of this contract, the contractor agrees as follows:

- (1) *The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, age or national origin;*
- (2) *The contractor will state in all solicitations or advertisements for employees placed by or on behalf of the contractors that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age or national origin;*
- (3) *The contractor will post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of the non-discrimination clauses required by this section; and*
- (4) *The contractor will send a notice to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding advising the labor union or workers' representative of the contractor's commitments under the nondiscrimination clauses.*

The Act further provides:

KRS 45.610. Hiring minorities - Information required

- (1) *For the length of the contract, each contractor shall hire minorities from other sources within the drawing area, should the union with which he has collective bargaining agreements be unwilling to supply sufficient minorities to satisfy the agreed upon goals and timetable.*
- (2) *Each contractor shall, for the length of the contract, furnish such information as required by KRS 45.560 to KRS 45.640 and by such rules, regulations and orders issued pursuant thereto and will permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the department for purposes of investigation to ascertain compliance with KRS 45.560 to 45.640 and such rules, regulations and orders issued pursuant thereto.*

KRS 45.620. Action against contractor - Hiring of minority contractor or subcontractor

- (1) *If any contractor is found by the department to have engaged in an unlawful practice under this chapter during the course of performing under a contract or subcontract covered under KRS 45.560 to 45.640, the department shall so certify to the contracting agency and such certification shall be binding upon the contracting agency unless it is reversed in the course of judicial review.*
- (2) *If the contractor is found to have committed an unlawful practice under KRS 45.560 to 45.640, the contracting agency may cancel or terminate the contract, conditioned upon a program for future compliance approved by the contracting agency and the department. The contracting agency may declare such a contractor ineligible to bid on further contracts with that agency until such time as the contractor complies in full with the requirements of KRS 45.560 to 45.640.*
- (3) *The equal employment provisions of KRS 45.560 to 45.640 may be met in part by a contractor by subcontracting to a minority contractor or subcontractor. For the provisions of KRS 45.560 to 45.640, a minority contractor or subcontractor shall mean a business that is owned and controlled by one or more persons disadvantaged by racial or ethnic circumstances.*

KRS 45.630 Termination of existing employee not required, when

Any provision of KRS 45.560 to 45.640 notwithstanding, no contractor shall be required to terminate an existing employee upon proof that that employee was employed prior to the date of the contract.

KRS 45.640 Minimum skills

Nothing in KRS 45.560 to 45.640 shall require a contractor to hire anyone who fails to demonstrate the minimum skills required to perform a particular job.

It is recommended that all of the provisions above quoted to be included as special conditions in each

contract. In the case of a contract exceeding \$250,000, the contractor is required to furnish evidence that his work-force in Kentucky is representative of the available work-force in the area from which he draws employees, or to supply an Affirmative Action plan which will achieve such representation during the life of the contract.

- U. Any party, firm or individual submitting a proposal pursuant to this invitation must be in compliance with the requirements of the Lexington-Fayette Urban County Government regarding taxes and fees before they can be considered for award of this invitation and must maintain a "current" status with regard to those taxes and fees throughout the term of the contract. The contractor must be in compliance with Chapter 13 from the Code of Ordinances of the Lexington-Fayette Urban County Government. The contractor must be in compliance with Ordinance 35-2000 pursuant to contractor registration with the Division of Building Inspection. If applicable, said business must have a Fayette County business license.

Pursuant to KRS 45A.343 and KRS 45A.345, the contractor shall

- (1) *Reveal any final determination of a violation by the contractor within the previous five year period pursuant to KRS Chapters 136 (corporation and utility taxes), 139 (sales and use taxes), 141 (income taxes), 337 (wages and hours), 338 (occupational safety and health of employees), 341 (unemployment and compensation) and 342 (labor and human rights) that apply to the contractor; and*
- (2) *Be in continuous compliance with the above-mentioned KRS provisions that apply to the contractor for the duration of the contract.*

A contractor's failure to reveal the above or to comply with such provisions for the duration of the contract shall be grounds for cancellation of the contract and disqualification of the contractor from eligibility for future contracts for a period of two (2) years.

- V. Vendors who respond to this invitation have the right to file a notice of contention associated with the bid process or to file a notice of appeal of the recommendation made by the Director of Central Purchasing resulting from this invitation.

Notice of contention with the bid process must be filed within 3 business days of the bid/proposal opening by (1) sending a written notice, including sufficient documentation to support contention, to the Director of the Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his/her contention with the bid process. After consulting with the Commissioner of Finance the Chief Administrative Officer and reviewing the documentation and/or hearing the vendor, the Director of Central Purchasing shall promptly respond in writing findings as to the compliance with bid processes. If, based on this review, a bid process irregularity is deemed to have occurred the Director of Central Purchasing will consult with the Commissioner of Finance, the Chief Administrative Officer and the Department of Law as to the appropriate remedy.

Notice of appeal of a bid recommendation must be filed within 3 business days of the bid recommendation by (1) sending a written notice, including sufficient documentation to support appeal, to the Director, Division of Central Purchasing or (2) submitting a written request for a meeting with the Director of Central Purchasing to explain his appeal. After reviewing the documentation and/or hearing the vendor and consulting with the Commissioner of Finance and the Chief Administrative Officer, the Director of Central Purchasing shall in writing, affirm or withdraw the recommendation.

LFUCG Non-Appropriation Clause

Contractor acknowledges that the LFUCG is a governmental entity, and the contract validity is based upon the availability of public funding under the authority of its statutory mandate.

In the event that public funds are unavailable and not appropriated for the performance of the LFUCG's obligations under this contract, then this contract shall automatically expire without penalty to the LFUCG thirty (30) days after written notice to Contractor of the unavailability and non-appropriation of public funds. It is expressly agreed that the LFUCG shall not activate this non-appropriation provision for its convenience or to circumvent the requirements of this contract, but only as an emergency fiscal measure during a substantial fiscal crisis, which affects generally its governmental operations.

In the event of a change in the LFUCG's statutory authority, mandate and mandated functions, by state and federal legislative or regulatory action, which adversely affects the LFUCG's authority to continue its obligations under this contract, then this contract shall automatically terminate without penalty to the LFUCG upon written notice to Contractor of such limitation or change in the LFUCG's legal authority.

SPECIAL INSTRUCTIONS TO THE BIDDER

(DO NOT SUBMIT PERFORMANCE SECURITY WITH BID)

Performance Security: The APPARENT LOW BIDDER shall furnish, before recommendation by the Division of Central Purchasing to the Urban County Council that the BIDDER'S bid be accepted, a Performance Bond, Certified Check or Cashier's Check, payable to the Lexington-Fayette Urban County Government, in the penal sum of 100% of the price of the materials and/or services proposed in the bid.

The performance bond will not be returned to the bidder after delivery of the materials/services specified herein unless the bidder requests that the performance bond be returned.

In the event of bidder's failure to perform as specified herein, it is agreed that the monies represented by the performance bond or certified / cashier's check shall be retained by the Lexington-Fayette Urban County Government as liquidated damages.

EQUAL OPPORTUNITY AGREEMENT

Standard Title VI Assurance

The Lexington Fayette-Urban County Government, (hereinafter referred to as the "Recipient") hereby agrees that as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation, it will comply with Title VI of the Civil Rights Act of 1964, 78Stat.252, 42 U.S.C. 2000d-4 (hereinafter referred to as the "Act"), and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, (49 CFR, Part 21) Nondiscrimination in Federally Assisted Program of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") and other pertinent directives, no person in the United States shall, on the grounds of race, color, national origin, sex, age (over 40), religion, sexual orientation, gender identity, veteran status, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Recipient receives Federal financial assistance from the U.S. Department of Transportation, including the Federal Highway Administration, and hereby gives assurance that will promptly take any necessary measures to effectuate this agreement. This assurance is required by subsection 21.7(a) (1) of the Regulations.

The Law

- Title VII of the Civil Rights Act of 1964 (amended 1972) states that it is unlawful for an employer to discriminate in employment because of race, color, religion, sex, age (40-70 years) or national origin.
- Executive Order No. 11246 on Nondiscrimination under Federal contract prohibits employment discrimination by contractor and sub-contractor doing business with the Federal Government or recipients of Federal funds. This order was later amended by Executive Order No. 11375 to prohibit discrimination on the basis of sex.
- Section 503 of the Rehabilitation Act of 1973 states:

The Contractor will not discriminate against any employee or applicant for employment because of physical or mental disability.

- Section 2012 of the Vietnam Era Veterans Readjustment Act of 1973 requires Affirmative Action on behalf of disabled veterans and veterans of the Vietnam Era by contractors having Federal contracts.
- Section 206(A) of Executive Order 12086, Consolidation of Contract Compliance Functions for Equal Employment Opportunity, states:


The Secretary of Labor may investigate the employment practices of any Government contractor or sub-contractor to determine whether or not the contractual provisions specified in Section 202 of this order have been violated.

The Lexington-Fayette Urban County Government practices Equal Opportunity in recruiting, hiring and promoting. It is the Government's intent to affirmatively provide employment opportunities for those individuals who have previously not been allowed to enter into the mainstream of society. Because of its importance to the local Government, this policy carries the full endorsement of the Mayor, Commissioners, Directors and all supervisory personnel. In following this commitment to Equal Employment Opportunity and because the Government is the benefactor of the Federal funds, it is both against the Urban County Government policy and illegal for the Government to let contracts to companies which knowingly or unknowingly practice discrimination in their employment practices. Violation of the above mentioned ordinances may cause a contract to be canceled and the contractors may be declared ineligible for future consideration.

Please sign this statement in the appropriate space acknowledging that you have read and understand the provisions contained herein. Return this document as part of your application packet.

Bidders

I/We agree to comply with the Civil Rights Laws listed above that govern employment rights of minorities, women, veteran status, disability and age.



Signature

Lenco Industries, Inc.

Name of Business

GENERAL PROVISIONS OF BID CONTRACT


By signing the below, bidder acknowledges that it understands and agrees with the following provisions related to its bid response and the provision of any goods or services to LFUCG upon selection by LFUCG pursuant to the bid request:

1. Bidder shall comply with all Federal, State & Local regulations concerning this type of service or good. All applicable state laws, ordinances and resolutions (including but not limited to Section 2-33 (Discrimination due to sexual orientation or gender identity) and Chapter 13 (Licenses and Regulations) of the Lexington-Fayette Urban County Government Code of Ordinances, and Resolution No. 484-17 (Minority, Women, and Veteran-Owned Businesses)) and the regulations of all authorities having jurisdiction over the project shall apply to the contract, and shall be deemed to be incorporated herein by reference.
2. Failure to submit ALL forms and information required by LFUCG may be grounds for disqualification.
3. Addenda: All addenda and IonWave Q&A, if any, must be considered by the bidder in making its response, and such addenda shall be made a part of the requirements of the bid contract. Before submitting a bid response, it is incumbent upon bidder to be informed as to whether any addenda have been issued, and the failure of the bidder to cover any such addenda may result in disqualification of that response.
4. Bid Reservations: LFUCG reserves the right to reject any or all bid responses, to award in whole or part, and to waive minor immaterial defects in proposals. LFUCG may consider any alternative proposal that meets its basic needs.
5. Liability: LFUCG is not responsible for any cost incurred by bidder in the preparation of its response.
6. Changes/Alterations: Bidder may change or withdraw a proposal at any time prior to the opening; however, no oral modifications will be allowed. Only letters, or other formal written requests for modifications or corrections of a previously submitted proposal which is addressed in the same manner as the bid response, and received by LFUCG prior to the scheduled closing time for receipt of bids, will be accepted. The bid response when opened, will then be corrected in accordance with such written request(s), provided that the written request is contained in a sealed envelope which is plainly marked "modifications of bid response".
7. Clarification of Submittal: LFUCG reserves the right to obtain clarification of any point in a bid or to obtain additional information from any bidder.
8. Bribery Clause: By his/her signature on its response, bidder certifies that no employee of his/hers, any affiliate or subcontractor, has bribed or attempted to bribe an officer or employee of the LFUCG.
9. Additional Information: While not necessary, the bidder may include any product brochures, software documentation, sample reports, or other documentation that may assist LFUCG in better understanding and evaluating the bid response. Additional documentation shall not serve as a substitute for other documentation which is required by the LFUCG to be submitted with the bid response.
10. Ambiguity, Conflict or other Errors: If a bidder discovers any ambiguity, conflict, discrepancy, omission or other error in the bid request of LFUCG, it shall immediately notify LFUCG of such error in writing and request modification or clarification of the document if allowable by the LFUCG.
11. Agreement to Bid Terms: In submitting its bid response, the bidder agrees that it has carefully examined the specifications and all provisions relating to LFUCG's bid request, including but not limited to the bid contract. By submission of its bid response, bidder states that it understands the meaning, intent and requirements of LFUCG's bid request and agrees to the same. The successful bidder shall warrant that it is familiar with and understands all provisions herein and shall warrant that it can comply with them. No additional compensation to bidder shall be authorized for services, expenses, or goods reasonably covered under these provisions that the bidder omits from its bid response.
12. Cancellation: LFUCG may unilaterally terminate the bid contract with the selected bidder(s) at any time, with or without cause, by providing at least thirty (30) days advance written notice unless a different advance written

notice period is negotiated prior to contract approval. Payment for services or goods received prior to termination shall be made by the LFUCG provided these goods or services were provided in a manner acceptable to the LFUCG. Payment for those goods and services shall not be unreasonably withheld.

Assignment of Contract: The selected bidder(s) shall not assign or subcontract any portion of the bid contract with LFUCG without the express written consent of LFUCG. Any purported assignment or subcontract in violation hereof shall be void. It is expressly acknowledged that LFUCG shall never be required or obligated to consent to any request for assignment or subcontract; and further that such refusal to consent can be for any or no reason, fully within the sole discretion of LFUCG.

14. No Waiver: No failure or delay by LFUCG in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFUCG in exercising any right, remedy, power or privilege under or in respect of this bid proposal or bid contract shall affect the rights, remedies, powers or privileges of LFUCG hereunder or shall operate as a waiver thereof.
15. Authority to do Business: Each bidder must be authorized to do business under the laws of the Commonwealth of Kentucky and must be in good standing and have full legal capacity to provide the goods or services specified in the bid proposal. Each bidder must have all necessary right and lawful authority to submit the bid response and enter into the bid contract for the full term hereof including any necessary corporate or other action authorizing the bidder to submit the bid response and enter into this bid contract. If requested, the bidder will provide LFUCG with a copy of a corporate resolution authorizing this action and/or a letter from an attorney confirming that the proposer is authorized to do business in the Commonwealth of Kentucky. All bid responses must be signed by a duly authorized officer, agent or employee of the bidder.
16. Governing Law: This bid request and bid contract shall be governed by and construed in accordance with the laws of the Commonwealth of Kentucky. In the event of any proceedings regarding this matter, the bidder agrees that the venue shall be the Fayette County Circuit Court or the U.S. District Court for the Eastern District of Kentucky, Lexington Division and that the bidder expressly consents to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to these matters or any rights or obligations arising thereunder.
17. Ability to Meet Obligations: Bidder affirmatively states that there are no actions, suits or proceedings of any kind pending against bidder or, to the knowledge of the bidder, threatened against the bidder before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of bidder to perform its obligations under this bid response or bid contract, or which question the legality, validity or enforceability hereof or thereof.
18. Price Discrepancy: When applicable, in case of price discrepancy, unit bid price written in words will prevail followed by unit price written in numbers then total amount bid per line item.
19. Bidder understands and agrees that its employees, agents, or subcontractors are not employees of LFUCG for any purpose whatsoever. Bidder is an independent contractor at all times related to the bid response or bid contract.
20. Contractor [or Vendor or Vendor's Employees] will not appropriate or make use of the Lexington-Fayette Urban County Government (LFUCG) name or any of its trade or service marks or property (including but not limited to any logo or seal), in any promotion, endorsement, advertisement, testimonial or similar use without the prior written consent of the government. If such consent is granted LFUCG reserves the unilateral right, in its sole discretion, to immediately terminate and revoke such use for any reason whatsoever. Contractor agrees that it shall cease and desist from any unauthorized use immediately upon being notified by LFUCG.
21. If any term or provision of this bid contract shall be found to be illegal or unenforceable, the remainder of the contract shall remain in full force and such term or provision shall be deemed stricken.



Signature

December 28, 2018

Date

WORKFORCE ANALYSIS FORM

Name of Organization: Lenco Industries, Inc.

Categories	Total	White (Not Hispanic or Latino)		Hispanic or Latino		Black or African-American (Not Hispanic or Latino)		Native Hawaiian and Other Pacific Islander (Not Hispanic)		Asian (Not Hispanic or Latino)		American Indian or Alaskan Native (not Hispanic or Latino)		Two or more races (Not Hispanic or Latino)		Total	
		M	F	M	F	M	F	M	F	M	F	M	F	M	F	M	F
Administrators	20	14	6	0	0	0	0	0	0	0	0	0	0	0	0	14	6
Professionals	5	2	3	0	0	0	0	0	0	0	0	0	0	0	0	2	3
Superintendents	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Supervisors	6	6	0	0	0	0	0	0	0	0	0	0	0	0	0	6	0
Foremen	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Technicians	11	11	0	0	0	0	0	0	0	0	0	0	0	0	0	11	0
Protective Service	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Para-Professionals	1	1	0	0	0	0	0	0	0	0	0	0	0	0	0	1	0
Office/Clerical	4	3	1	0	0	0	0	0	0	0	0	0	0	0	0	3	1
Skilled Craft	73	64	1	5	0	2	0	0	0	1	0	0	0	0	0	72	1
Service/Maintenance	4	3	0	0	0	1	0	0	0	0	0	0	0	0	0	4	0
Total:	124	104	11	5	0	3	0	0	0	1	0	0	0	0	0	113	11

Prepared by: Dawn Milesi, Human Resources Manager

(Name and Title)

Date: 12 / 26 / 2018

Revised 2015-Dec-15

**DIRECTOR, DIVISION OF CENTRAL PURCHASING
LEXINGTON-FAYETTE URBAN COUNTY GOVERNMENT
200 EAST MAIN STREET
LEXINGTON, KENTUCKY 40507**

**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE
EQUAL EMPLOYMENT OPPORTUNITIES AND DBE CONTRACT PARTICIPATION**

The Lexington-Fayette Urban County Government has set a goal that not less than ten percent (10%) of the total value of this contract be subcontracted to MBE/WBE's, and set a goal that not less than three percent (3%) of the total value of this contract be subcontracted to Veteran-Owned Small Businesses. The goal for the utilization of Certified MBE/WBE's and Veteran-Owned Small Businesses as subcontractors are recommended goals. Contractors who fail to meet such goals will be expected to provide written explanations to the Director of the Division of Central Purchasing of efforts they have made to accomplish the recommended goals and the extent to which they are successful in accomplishing the recommended goals will be a consideration in the procurement process.

For assistance in locating MBE/WBE Subcontractors contact Sherita Miller at 859/258-3320 or by writing the address listed below:

Sherita Miller, Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street – Room 338
Lexington, Kentucky 40507
smiller@lexingtonky.gov

Lexington-Fayette Urban County Government
MWDBE PARTICIPATION GOALS

A. GENERAL

- 1) The LFUCG request all potential contractors to make a concerted effort to include Minority-Owned (MBE), Woman-Owned (WBE), Disadvantaged (DBE) Business Enterprises and Veteran-Owned Small Businesses (VOSB) as subcontractors or suppliers in their bids.
- 2) Toward that end, the LFUCG has established 10% of total procurement costs as a Goal for participation of Minority-Owned, Woman-Owned and Disadvantaged Businesses on this contract.
- 3) **It is therefore a request of each Bidder to include in its bid, the same goal (10%) for MWDBE participation and other requirements as outlined in this section.**
- 4) The LFUCG has also established a 3% of total procurement costs as a Goal for participation for of Veteran-Owned Businesses.
- 5) **It is therefore a request of each Bidder to include in its bid, the same goal (3%) for Veteran-Owned participation and other requirements as outlined in this section.**

B. PROCEDURES

- 1) The successful bidder will be required to report to the LFUCG, the dollar amounts of all payments submitted to Minority-Owned, Woman-Owned or Veteran-Owned subcontractors and suppliers for work done or materials purchased for this contract. (See Subcontractor Monthly Payment Report)
- 2) Replacement of a Minority-Owned, Woman-Owned or Veteran-Owned subcontractor or supplier listed in the original submittal must be requested in writing and must be accompanied by documentation of Good Faith Efforts to replace the subcontractor / supplier with another MWDBE Firm; this is subject to approval by the LFUCG. (See LFUCG MWDBE Substitution Form)
- 3) For assistance in identifying qualified, certified businesses to solicit for potential contracting opportunities, bidders may contact:
 - a) The Lexington-Fayette Urban County Government, Division of Central Purchasing (859-258-3320)
- 4) The LFUCG will make every effort to notify interested MWDBE and Veteran-Owned subcontractors and suppliers of each Bid Package, including information on the scope of work, the pre-bid meeting time and location, the bid date, and all other pertinent information regarding the project.

C. DEFINITIONS

- 1) A Minority-Owned Business Enterprise (MBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by persons of African American, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native Heritage.
- 2) A Woman-Owned Business Enterprise (WBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by one or more women.

- 3) A Disadvantaged Business (DBE) is defined as a business which is certified as being at least 51% owned, managed and controlled by a person(s) that are economically and socially disadvantaged.
- 4) A Veteran-Owned Small Business (VOSB) is defined as a business which is certified as being at least 51% owned, managed and controlled by a veteran and/or a service disabled veteran.
- 5) Good Faith Efforts are efforts that, given all relevant circumstances, a bidder or proposer actively and aggressively seeking to meet the goals, can reasonably be expected to make. In evaluating good faith efforts made toward achieving the goals, whether the bidder or proposer has performed the efforts outlined in the Obligations of Bidder for Good Faith Efforts outlined in this document will be considered, along with any other relevant factors.

D. OBLIGATION OF BIDDER FOR GOOD FAITH EFFORTS

- 1) **The bidder shall make a Good Faith Effort to achieve the Participation Goal for MWDBE and Veteran-Owned subcontractors/suppliers. The failure to meet the goal shall not necessarily be cause for disqualification of the bidder; however, bidders not meeting the goal are required to furnish with their bids written documentation of their Good Faith Efforts to do so.**
- 2) Award of Contract shall be conditioned upon satisfaction of the requirements set forth herein.
- 3) The Form of Proposal includes a section entitled "MWDBE Participation Form". The applicable information must be completed and submitted as outlined below.
- 4) **Failure to submit this information as requested may be cause for rejection of bid or delay in contract award.**

E. DOCUMENTATION REQUIRED FOR GOOD FAITH EFFORTS

- 1) Bidders reaching the Goal are required to submit only the MWDBE Participation Form." The form must be fully completed including names and telephone number of participating MWDBE firm(s); type of work to be performed; estimated value of the contract and value expressed as a percentage of the total Lump Sum Bid Price. The form must be signed and dated, and is to be submitted with the bid.
- 2) Bidders not reaching the Goal must submit the "MWDBE Participation Form", the "Quote Summary Form" and a written statement documenting their Good Faith Effort to do so. If bid includes no MWDBE and/or Veteran participation, bidder shall enter "None" on the subcontractor / supplier form). In addition, the bidder must submit written proof of their Good Faith Efforts to meet the Participation Goal:
 - a. Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.
 - b. Included documentation of advertising in the above publications with the bidders good faith efforts package

- c. Attended LFUCG Central Purchasing Economic Inclusion Outreach event
- d. Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned businesses of subcontracting opportunities
- e. Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses.
- f. Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).
- g. Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.
- h. Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs and/or Veteran-Owned businesses soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.
- i. Followed up initial solicitations by contacting MWDBEs and Veteran-Owned Businesses to determine their level of interest.
- j. Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.
- k. Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce
- l. Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.
- m. Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.
- n. Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

o. Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

p. Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

q. Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

Note: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to review by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.



MINORITY BUSINESS ENTERPRISE PROGRAM

Sherita Miller, MPA
Minority Business Enterprise Liaison
Division of Central Purchasing
Lexington-Fayette Urban County Government
200 East Main Street
Lexington, KY 40507
smiller@lexingtonky.gov
859-258-3323

OUR MISSION: The mission of the Minority Business Enterprise Program is to facilitate the full participation of minority and women owned businesses in the procurement process and to promote economic inclusion as a business imperative essential to the long term economic viability of Lexington-Fayette Urban County Government.

To that end the city council adopted and implemented Resolution 484-2017 – A Certified Minority, Women and Disadvantaged Business Enterprise ten percent (10%) minimum goal and a three (3%) minimum goal for Certified Veteran-Owned Small Businesses and Certified Service Disabled Veteran – Owned Businesses for government contracts.

The resolution states the following definitions shall be used for the purposes of reaching these goals (a full copy is available in Central Purchasing):

Certified Disadvantaged Business Enterprise (DBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a person(s) who is socially and economically disadvantaged as defined by 49 CFR subpart 26.

Certified Minority Business Enterprise (MBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by an ethnic minority (i.e. African American, Asian American/Pacific Islander, Hispanic Islander, Native American/Native Alaskan Indian) as defined in federal law or regulation as it may be amended from time-to-time.

Certified Women Business Enterprise (WBE) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a woman.

Certified Veteran-Owned Small Business (VOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

Certified Service Disabled Veteran Owned Small Business (SDVOSB) – a business in which at least fifty-one percent (51%) is owned, managed and controlled by a disabled veteran who served on active duty with the U.S. Army, Air Force, Navy, Marines or Coast Guard.

The term “Certified” shall mean the business is appropriately certified, licensed, verified, or validated by an organization or entity recognized by the Division of Purchasing as having the appropriate credentials to make a determination as to the status of the business.

We have compiled the list below to help you locate certified MBE, WBE and DBE certified businesses. Below is a listing of contacts for LFUCG Certified MWDBEs and Veteran-Owned Small Businesses in (<https://lexingtonky.ionwave.net>)

Business	Contact	Email Address	Phone
LFUCG	Sherita Miller	smiller@lexingtonky.gov	859-258-3323
Commerce Lexington – Minority Business Development	Tyrone Tyra	ttyra@commercelexington.com	859-226-1625
Tri-State Minority Supplier Diversity Council	Susan Marston	smarston@tsmsdc.com	502-365-9762
Small Business Development Council	Shawn Rogers UK SBDC	shawn.rogers@uky.edu	859-257-7666
Community Ventures Corporation	Phyllis Alcorn	palcorn@cvky.org	859-231-0054
KY Transportation Cabinet (KYTC)	Melvin Bynes	Melvin.bynes2@ky.gov	502-564-3601
KYTC Pre-Qualification	Shella Eagle	Shella.Eagle@ky.gov	502-782-4815
Ohio River Valley Women’s Business Council (WBENC)	Sheila Mixon	smixon@orvwbc.org	513-487-6537
Kentucky MWBE Certification Program	Yvette Smith, Kentucky Finance Cabinet	Yvette.Smith@ky.gov	502-564-8099
National Women Business Owner’s Council (NWBOC)	Janet Harris-Lange	janet@nwbo.org	800-675-5066
Small Business Administration	Robert Coffey	robertcoffey@sba.gov	502-582-5971
LaVoz de Kentucky	Andres Cruz	lavozdeky@yahoo.com	859-621-2106
The Key News Journal	Patrice Muhammad	production@keynewsjournal.com	859-685-8488



LFUCG MWDBE PARTICIPATION FORM

Bid/RFP/Quote Reference # 173-2018

The MWDBE and/or veteran subcontractors listed have agreed to participate on this Bid/RFP/Quote. If any substitution is made or the total value of the work is changed prior to or after the job is in progress, it is understood that those substitutions must be submitted to Central Purchasing for approval immediately. **Failure to submit a completed form may cause rejection of the bid.**

MWDBE Company, Name, Address, Phone, Email	MBE WBE or DBE	Work to be Performed	Total Dollar Value of the Work	% Value of Total Contract
1. Heritage Ford Attn: Robert Hancock 2075 Edsel LN NW Corydon, IN 47112 ph# 270-537-0970	MBE	Supply chassis for custom vehicle build.	\$51,074.10	15%
2. Bennett Int'l Group, LLC Attn: Donna Nadeau 1001 Industrial Parkway McDonough, GA 30253 ph# 508-761-8411	WBE	Shipping Carrier	\$3,000.00	1%
3.				
4.				

The undersigned company representative submits the above list of MWDBE firms to be used in accomplishing the work contained in this Bid/RFP/Quote. Any misrepresentation may result in the termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Lenco Industries, Inc.
Company

Timothy Mangun
Company Representative

December 26, 2018
Date

Contracts and Export Compliance
Title



LFUCG MWDBE SUBSTITUTION FORM

Bid/RFP/Quote Reference # _____

The substituted MWDBE and/or veteran subcontractors listed below have agreed to participate on this Bid/RFP/Quote. These substitutions were made prior to or after the job was in progress. These substitutions were made for reasons stated below and are now being submitted to Central Purchasing for approval. By the authorized signature of a representative of our company, we understand that this information will be entered into our file for this project.

SUBSTITUTED MWDBE Company Name, Address, Phone, Email	MWDBE Formally Contracted/ Name, Address, Phone, Email	Work to Be Performed	Reason for the Substitution	Total Dollar Value of the Work	% Value of Total Contract
1.					
2.					
3.					
4.					

The undersigned acknowledges that any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title



MWDBE QUOTE SUMMARY FORM

Bid/RFP/Quote Reference # _____

The undersigned acknowledges that the minority and/or veteran subcontractors listed on this form did submit a quote to participate on this project. Failure to submit this form may cause rejection of the bid.

Company Name	Contact Person
Address/Phone/Email	Bid Package / Bid Date

MWDBE Company Address	Contact Person	Contact Information (work phone, Email, cell)	Date Contacted	Services to be performed	Method of Communication (email, phone meeting, ad, event etc)	Total dollars \$\$ Do Not Leave Blank (Attach Documentation)	MBE * AA HA AS NA Female	Veteran

(MBE designation / AA=African American / HA= Hispanic American/AS = Asian American/Pacific Islander/ NA= Native American)

The undersigned acknowledges that all information is accurate. Any misrepresentation may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title



LFUCG SUBCONTRACTOR MONTHLY PAYMENT REPORT

The LFUCG has a 10% goal plan adopted by city council to increase the participation of minority and women owned businesses in the procurement process. The LFUCG also has a 3% goal plan adopted by cited council to increase the participation of veteran owned businesses in the procurement process. In order to measure that goal LFUCG will track spending with MWDBE and Veteran contractors on a monthly basis. By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentation may result in termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims. Please submit this form monthly to the Division of Central Purchasing/ 200 East Main Street / Room 338 / Lexington, KY 40507.

Bid/RFP/Quote # _____

Total Contract Amount Awarded to Prime Contractor for this Project _____

Project Name/ Contract #	Work Period/ From: _____ To: _____
Company Name:	Address:
Federal Tax ID:	Contact Person:

Subcontractor Vendor ID Name, address, phone, email	Description of Work	Total Subcontract Amount	% of Total Contract Awarded to Prime for this Project	Total Amount Paid for this Period	Purchase Order number for subcontractor work (please attach PO)	Scheduled Project Start Date	Scheduled Project End Date

By the signature below of an authorized company representative, you certify that the information is correct, and that each of the representations set forth below is true. Any misrepresentations may result in the termination of the contract and/or prosecution under applicable Federal and State laws concerning false statements and false claims.

Company

Company Representative

Date

Title

LFUCG STATEMENT OF GOOD FAITH EFFORTS

Bid/RFP/Quote # _____

By the signature below of an authorized company representative, we certify that we have utilized the following Good Faith Efforts to obtain the maximum participation by MWDBE and Veteran-Owned business enterprises on the project and can supply the appropriate documentation.

_____ Advertised opportunities to participate in the contract in at least two (2) publications of general circulation media; trade and professional association publications; small and minority business or trade publications; and publications or trades targeting minority, women and disadvantaged businesses not less than fifteen (15) days prior to the deadline for submission of bids to allow MWDBE firms and Veteran-Owned businesses to participate.

_____ Included documentation of advertising in the above publications with the bidders good faith efforts package

_____ Attended LFUCG Central Purchasing Economic Inclusion Outreach event

_____ Attended pre-bid meetings that were scheduled by LFUCG to inform MWDBEs and/or Veteran-Owned Businesses of subcontracting opportunities

_____ Sponsored Economic Inclusion event to provide networking opportunities for prime contractors and MWDBE firms and Veteran-Owned businesses

_____ Requested a list of MWDBE and/or Veteran subcontractors or suppliers from LFUCG and showed evidence of contacting the companies on the list(s).

_____ Contacted organizations that work with MWDBE companies for assistance in finding certified MWDBE firms and Veteran-Owned businesses to work on this project. Those contacted and their responses should be a part of the bidder's good faith efforts documentation.

_____ Sent written notices, by certified mail, email or facsimile, to qualified, certified MWDBEs soliciting their participation in the contract not less than seven (7) days prior to the deadline for submission of bids to allow them to participate effectively.

_____ Followed up initial solicitations by contacting MWDBEs and Veteran-Owned businesses to determine their level of interest.

_____ Provided the interested MWDBE firm and/or Veteran-Owned business with adequate and timely information about the plans, specifications, and requirements of the contract.

_____ Selected portions of the work to be performed by MWDBE firms and/or Veteran-Owned businesses in order to increase the likelihood of meeting the contract goals. This includes, where appropriate, breaking out contract work items into economically feasible units to facilitate MWDBE and Veteran participation, even when the prime contractor may otherwise perform these work items with its own workforce

_____ Negotiated in good faith with interested MWDBE firms and Veteran-Owned businesses not rejecting them as unqualified without sound reasons based on a thorough investigation of their capabilities. Any rejection should be so noted in writing with a description as to why an agreement could not be reached.

_____ Included documentation of quotations received from interested MWDBE firms and Veteran-Owned businesses which were not used due to uncompetitive pricing or were rejected as unacceptable and/or copies of responses from firms indicating that they would not be submitting a bid.

_____ Bidder has to submit sound reasons why the quotations were considered unacceptable. The fact that the bidder has the ability and/or desire to perform the contract work with its own forces will not be considered a sound reason for rejecting a MWDBE and/or Veteran-Owned business's quote. Nothing in this provision shall be construed to require the bidder to accept unreasonable quotes in order to satisfy MWDBE and Veteran goals.

_____ Made an effort to offer assistance to or refer interested MWDBE firms and Veteran-Owned businesses to obtain the necessary equipment, supplies, materials, insurance and/or bonding to satisfy the work requirements of the bid proposal

_____ Made efforts to expand the search for MWBE firms and Veteran-Owned businesses beyond the usual geographic boundaries.

_____ Other--any other evidence that the bidder submits which may show that the bidder has made reasonable good faith efforts to include MWDBE and Veteran participation.

NOTE: Failure to submit any of the documentation requested in this section may be cause for rejection of bid. Bidders may include any other documentation deemed relevant to this requirement which is subject to approval by the MBE Liaison. Documentation of Good Faith Efforts must be submitted with the Bid, if the participation Goal is not met.

The undersigned acknowledges that all information is accurate. Any misrepresentations may result in termination of the contract and/or be subject to applicable Federal and State laws concerning false statements and claims.

Company

Company Representative

Date

Title

1.0 SCOPE OF BID

1.1 This specification describes the minimum requirements for the purchase of one (1) Armored Response Vehicle

2.0 REQUIREMENTS

2.1 Ballistic Protection

- a. .50 Caliber defeat capability, exceeds NIJ IV
- b. Defeats 10 rounds .50 caliber
- c. .5 inch thick mil spec steel vertical panels
- d. One piece side walls, solid through that extend from the front bumper to the rear bumper as one solid contiguous unit
- e. All windows exceed NIJ IV, defeat .50 caliber and .30 caliber
- f. Windows 2.5 inches thick (66mm) maximum thickness
- g. Two piece front windshield minimum
- h. All doors and windows overlapped with .5 inch thick mil spec steel
- i. Blast resistant floor material, mil spec steel .25 inch minimum
- j. Fully armored hood
- k. Traditional opening hood
- l. Zero gravity counter balanced roof hatch
- m. 13 total gun ports 11 minimum must be 7" vertical for sighted fire
- n. Floor and fuel tank armor minimum .25 inch mil spec steel

2.2 Truck/Chassis

- a. Base OEM vehicle shall be a NEW 2019 model or newer
- b. Seating Capacity 10-12
- c. 4 Door configuration with rear flip down seats on second side doors
- d. Wheelbase: Maximum length of 131 inches with an inside turning radius of 17'8". Must include drawing that verifies wheel base length.
- e. Power brakes w/ 4 wheel anti-lock
- f. 6 speed automatic transmission w/ TorquShift
- g. Tilt steering wheel
- h. Cruise control
- i. 2 Front Seats with Heavy Duty Fabric (Driver Seat Armrest)
- j. 2 Rear Bench seats with room for 3-4 each
- k. Minimum 40 gallon armored fuel tank
- l. Rear doors can be locked open at 180 or 90 Degrees
- m. Battle bolts/quick lock-unlock dead bolts on all doors
- n. Emergency exit door-lock override
- o. Forward opening front doors with auto hold out, and foot tap release
- p. In dash OEM AM/FM radio
- q. Custom made Console

- r. Cup holders front and rear
- s. Multiple tow/pull points on front and rear
- t. Tie down/tie off points in the interior
- u. Non-slip surface tape on the roof
- v. Exterior grab handles on top and side
- w. Extra wide running boards, side and rear, made of mil spec steel
- x. Brush/debris protection over headlight area
- y. Front ram bumper with locking storage
- z. Front and rear heavy duty floor mats
- aa. Minimum of a 5lb fire extinguisher
- bb. Armored vehicle Aberdeen performance tested or U.S. equivalent, Minimum 36.8 degree side
- cc. Armored Vehicle Aberdeen Brake Performance Testing or U.S. Equivalent

Paved surface Requirements

- 1. 20 mph stopping distance maximum 27.5 feet
- 2. 40 mph stopping distance maximum 97.5 feet
- 3. 60 mph stopping distance maximum 230.5 feet

Secondary road requirements

- 1. 20 mph stopping distance maximum 27.5 feet
- 2. 30 mph stopping distance maximum 51.5 feet
- 3. 35 mph stopping distance maximum 83.5 feet

2.3 Emergency Lighting

- a. Two forward facing LED's color TBD
- b. Two rear facing LED's color TBD
- c. Wig wag headlights front
- d. Alternating lights rear
- e. 200 watt siren with PA
- f. Stealth switch to disable brake lights, backup lights
- g. High Intensity Driving Lights

2.4 Electric Package

- a. Thermal image and color camera with two flat screen monitors with brush guard
- b. Electric power and heated external rear view mirrors
- c. Heavy duty LED headlights
- d. Back up camera with monitor
- e. Intercom system for monitoring outside ambient noise
- f. Three roof mounted remote control spot lights
- g. Radio prep package with 800 mhz police antenna mounted to roof and wired into console area
- h. Eight Interior Red & White Dome Lights for rear passenger area and cab area
- i. Hydraulic Ram with front mounted receiver and ram post and plate (Ram must be capable of being stored on the side of the vehicle)

2.5 Paint

- a. Color to be determined
- b. Chemical agent resistant coating paint or lusterless paint included

3.0 WARRANTY

- a. Minimum 3 year Bumper to Bumper Limited Warranty on Chassis
- b. Minimum 3 year Manufacturer's Parts Warranty

4.0 DELIVERY

- a. Price shall include option for delivery to the Division of Fleet Services at 669 Byrd Thurman Dr. Lexington, Ky. 40510 or pickup at manufacture's site
- b. Upon delivery, unit shall have a minimum five (5) gallons of fuel and be serviced in accordance with manufacturers recommendations.
- c. Unit shall be titled as follows: Lexington-Fayette Urban County Government, 669 Byrd Thurman Dr. Lexington, Ky. 40510.

5.0 INSPECTION

- a. Unit shall be physically inspected by LFUCG personnel before units are accepted

6.0 NOTES

- a. An operator's manual and temporary license tag shall be provided.
- b. Unit shall be new and unused, 2019 model or newer.

7.0 PRICING

- 7.1 Unit as described herein: \$ 313,058.00 (pickup at manufacture's site)
or
316,058.00 (delivered to Lexington, KY)



Protecting Our Nation's Defenders™

10 Betnr Industrial Drive – Pittsfield, MA 01201
PH (413) 443-7359 – FAX (413) 445-7865

Quotation 17047A

Quotation Date: December 28, 2018
Lenco Tax ID#: 04-2719777

CUST#: LELKY Lexington Police Department 150 E Main St. Lexington, KY 40507	F.O.B.: Lexington, KY
	Ship Via: Common Carrier
	Payment Terms: Net 30 Days
	Estimated Completion: 35 weeks ARO (Est.)
	Inspection & Acceptance: At Lenco's Facility, Pittsfield, MA

Terms and Conditions: 1) Transfer of Vehicle Certificate of Origin to New Owner Done Upon Receipt of Payment in Full. 2) Lenco Does Not Collect Tax or Register Vehicles with DMV. 3) Cooperative Purchasing available under Lenco's GSA Contract# GS-07F-169DA (Schedule 84) or the 1122 Program. 4) 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.

Item:	Product #	Commercial	Net Price
Lenco BearCat (4WD, Rotating Hatch; Counter Balanced)	BC55003	\$209,255.79	\$198,793.00
NIJ IV & Multi-hit .50 CAL BMG Armor Protection			
Options:			
BearCat G3 4-Wheel Off-Road Upgrade Pkg w/Run-Flats	BC3WOFPRD	36,797.89	34,958.00
4-Door Configuration	BC4DR	8,271.58	7,858.00
Diesel Engine, 6.7L Turbo	BCDLEN	8,557.89	8,130.00
Hydraulic Front Mounted Receiver with Ram Post and Plate	BCHYDRAM	13,135.79	9,979.00
Thermal Image & Color Camera w/Flat Screen Color Monitor	BCTI	30,225.26	28,714.00
Rear A/C - Heating System: High Capacity	BCHAC	3,128.42	2,972.00
Rear A/C: High Capacity Upgrade (adds evaporator and compressor)	BCHACUP	4,029.47	3,828.00
Back up Camera System with Monitor	BCBU	2,417.89	2,297.00
Roof Mounted Remote Control Spot Light - LED (2)	BCSLLED	2,955.78	2,808.00
Intercom System; Inside to Outside	BCINT	3,022.11	2,871.00
Net Savings \$18,589.88		\$321,797.88	\$303,208.00
		Shipping and Handling, FOB Lexington, KY	\$3,000.00
		Performance Bond Additional Cost	\$9,850.00
		Total Cost Due Lenco (1) BearCat FOB Lexington, KY, Performance Bond	\$316,058.00

Specifications Subject to Change

PROPRIETARY

WARNING: Information Subject to Export Control Laws

The technical data in this document is restricted by the Arms Export Control Act (Title 22, U.S.C., Sec 2751, et seq.) or the Export Administration Act of 1979, as amended, Title 50, U.S.C., App. 2401 et seq. and which may not be exported, released or disclosed to non-U.S. persons (i.e. persons who are not U.S. citizens or lawful permanent residents ["green card" holders]) inside or outside the United States, without first obtaining an export license. Violations of these export laws are subject to severe civil, criminal and administrative penalties.

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 123.9(A).

WE ARE PLEASED TO SUBMIT THE ABOVE QUOTATION FOR YOUR CONSIDERATION. SHOULD YOU PLACE AN ORDER, BE ASSURED IT WILL RECEIVE OUR PROMPT ATTENTION. THIS QUOTATION IS VALID FOR 30 DAYS. THEREAFTER, IT IS SUBJECT TO CHANGE WITHOUT NOTICE.

ACCEPTANCE OF PROPOSAL – The above prices are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____

Please sign and return

Authorized
Signature: _____

LENCO INDUSTRIES, INC.

James J. Massery

James J. Massery

Thank You



Protecting Our Nation's Defenders™

BID# 173-2018 Armored Response Vehicle

Exceptions to Bid Terms

1. Page 10, #15. Authority to do Business: Lenco takes exception to the requirement to register as a business in Kentucky. As a Massachusetts based vehicle dealership and manufacturer, Lenco is conducting interstate commerce by selling a vehicle to Kentucky, but does not have a sales agent or business presence within the state. It is therefore not transacting business in Kentucky. Once the vehicle is built, Lexington PD members will travel to Massachusetts to inspect and accept the Lenco BearCat. The vehicle will then be either driven back to Kentucky by the customer or shipped via an independent 3rd party carrier. Much like buying a car from an out-of-state dealership, purchasing a Lenco BearCat works the same way. The Lexington PD has already purchased a Lenco vehicle in this manner, as well as the Kentucky State Police and Louisville PD. Please find attached Lenco's Massachusetts Corporation Certificate of Good Standing.
2. Page 21, MWDBE Quote Summary Form: Lenco requests an exception on this form only because Lenco's standardized building process does not include reaching out to various vendors or suppliers on a case-by-case basis for each vehicle we bid. Lenco acknowledges the importance of supporting MWDBE businesses and routinely does so in our normal procurement process. The Lenco BearCat vehicle is built completely in-house, with-out the use of subcontractors.
3. Page 22, LFUCG Subcontractor Monthly Payment Report: Lenco takes exception to submitting a monthly report for a vehicle during its build at Lenco. Lenco does not buy from suppliers and bid projects on a case-by-case basis to allow for an invoice breakdown as requested on the supplied form.
4. Page 23 – 24, LFUCG Statement of Good Faith Efforts: Lenco takes exception to submitting this form for the same reasons as cited above regarding Lenco's building and procurement process.
5. Page 27, Requirement 6.0 NOTES: The Commonwealth of Massachusetts does not issue temporary license tags for vehicle sales and therefore Lenco will not be able to provide one. Once payment is made for the vehicle, we will sign the vehicle title over to Lexington-Fayette as instructed in the bid.

Designer and Manufacturer of Tactical Armored Security Vehicles

10 Betnr Industrial Drive • Pittsfield, MA 01201 • Tel (413) 443-7359 • Fax (413) 445-7865

www.LencoArmor.com • e-mail: Info@LencoArmor.com



The Commonwealth of Massachusetts
Secretary of the Commonwealth
State House, Boston, Massachusetts 02133

William Francis Galvin
Secretary of the
Commonwealth

Date: November 16, 2018

To Whom It May Concern :

I hereby certify that according to the records of this office,
LENCO INDUSTRIES, INC.

is a domestic corporation organized on **February 20, 1981** , under the General Laws of the Commonwealth of Massachusetts. I further certify that there are no proceedings presently pending under the Massachusetts General Laws Chapter 156D section 14.21 for said corporation's dissolution; that articles of dissolution have not been filed by said corporation; that, said corporation has filed all annual reports, and paid all fees with respect to such reports, and so far as appears of record said corporation has legal existence and is in good standing with this office.



In testimony of which,
I have hereunto affixed the
Great Seal of the Commonwealth
on the date first above written.

William Francis Galvin

Secretary of the Commonwealth

Certificate Number: 18110299450

Verify this Certificate at: <http://corp.sec.state.ma.us/CorpWeb/Certificates/Verify.aspx>

Processed by:

UNCLASSIFIED -

SENSITIVE

U.S. ARMY ABERDEEN TEST CENTER
ABERDEEN PROVING GROUND, MARYLAND 21005-5059
TEST RECORD

ATEC Project No.: 2007-DT-ATC-AFSPT-D2979
Test Type and Title: Armored Vehicle Roll-Over
Test

13 MAY 2007
Dates of Test: 13 November 2006
through 1 March 2007

Authority: ATEC Decision Support
System 14 September 2006

Test Record No.: AD-V-25-07

TEST ITEM

One Ballistic Engineered Armored Response Counter Attack Truck (BearCat), vehicle identification number (VIN) 1FDA57P76EC11173, was provided by Lenco Industries of Pittsfield, Massachusetts, for testing at the U.S. Army Aberdeen Test Center (ATC), Aberdeen Proving Ground (APG), Maryland.

The Lenco BearCat is an armored personnel carrier constructed on a commercially available Ford Motor Company F-550 Chassis with modifications by Lenco Industries providing seating capacity for ten passengers. Modifications include a shortened wheelbase, a one-piece armor hull constructed of 1.27 centimeter (cm) (0.5 inches (in.)) thick high-hard certified ballistic steel, ballistic glass, nine gunports and a myriad of other available options. The U.S. Air Force Space Command, Directorate of Security Forces, intends to utilize the BearCat as a standardized security vehicle at Peterson Air Force Base, Colorado, in replacement of their current High Mobility Multi-purpose Wheeled Vehicle (HMMWV) fleet.

SUPPORTING FACILITIES AND INSTRUMENTATION

a. Facilities

- (1) ATC Engineering Test Facility (Building 436)
- (2) ATC Tilt Table
- (3) ATC Munson Test Area (MTA)
- (4) ATC Perryman Test Area (PTA)
- (5) ATC Churchville Test Area (CTA)
- (6) Philips Army Airfield (PAAF)

The use of trade names in this document does not constitute and official endorsement or approval of the use of such commercial hardware or software. This document may not be cited for purposes of advertisement.

FOR OFFICIAL USE ONLY

TABLE 9. AVERAGE MAXIMUM EFFORT BRAKE STOP RESULTS OF THE BEARCAT AT GCW, PAVED SURFACE

Speed at Brake Apply		Normalized Measurement			
		Stopping Distance		Deceleration	
kph	mph	m	ft	m/sec ²	ft/sec ²
32	20	8.2	27.1	4.9	16.0
48	30	15.5	50.7	5.8	19.1
64	40	29.6	97.1	5.4	17.7
80	50	43.7	143.3	5.7	18.8
97	60	70.1	229.9	5.2	17.0
113	70	102.0	334.8	4.8	15.8

(2) Secondary Road. Additional brake testing was conducted at PTA "A" course, an improved secondary road, in order to assess the braking ability and vehicle stability while operating on secondary roads. The braking capabilities of the BearCat were determined by measuring the distance required to stop from road speeds of 32 kph (20 mph) to a maximum speed of 56 kph (35 mph) using maximum pedal effort to apply the service brakes. The results of the secondary road brake testing are presented in Table 10.

TABLE 10. AVERAGE MAXIMUM EFFORT BRAKE STOP RESULTS OF THE BEARCAT AT GCW, SECONDARY ROAD

Speed at Brake Apply		Normalized Measurement			
		Stopping Distance		Deceleration	
kph	mph	m	ft	m/sec ²	ft/sec ²
32	20	8.2	27.1	4.9	16.0
48	30	15.5	50.7	5.8	19.1
56	35	25.2	82.7	4.9	15.9

I. Steering and Handling. TOP 2-2-609, Steering, was used as a general guide for determining the steering and handling characteristics of the BearCat.

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Test Record No. AD-V-25-07

DISTRIBUTION LIST

<u>Addressee</u>	<u>No. of Copies</u>
Commander U.S. Army Developmental Test Command ATTN: CSTE-DTC-TM-T (Mr. David Zupko) 314 Longs Corner Road Aberdeen Proving Ground, MD 21005-5055	1
HQ Air Force Space Command Directorate of Security Forces ATTN: A7SXF (Mr. John Barrows) 150 Vandenberg Street, Suite 1105 Peterson AFB, CO 80914-4560	5
HQ Air Force Security Forces Center ATTN: SMSgt Justin Banks 1517 Billy Mitchell Blvd, Bldg 954 Lackland AFB, TX 78236-0119	1
HQ Air Force Space Command Directorate of Logistics ATTN: A4RMM (Mrs. Peggy Hill) 150 Vandenberg Street, Suite 1105 Peterson AFB, CO 80914-4560	1
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Secondary distribution is controlled by HQ Air Force Space Command, ATTN: Mr. John Barrows.

Enclosure 2

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U.S. ARMY ABERDEEN TEST CENTER
ABERDEEN PROVING GROUND, MARYLAND 21005-5059
TEST RECORD

ATEC Project No.: 2007-DT-ATC-AFSPT-D2979
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TR No. AD-V-25-07
10

g. Tilt Table. The static rollover threshold of the BearCat at GCW was measured using the ATC Tilt Table. Maximum side slope angle (accuracy ± 0.2 degree of reading) and simulated lateral acceleration (accuracy ± 0.01 degree of reading) were determined with both the left and right side of the vehicle positioned upslope. Static rollover results are presented in Table 7. A photograph of the BearCat on the Tilt Table is shown in Figure 6.

TABLE 7. STATIC ROLLOVER THRESHOLD RESULTS OF THE BEARCAT

Vehicle Side Upslope	Wheel Location	Rollover Measurement			
		VCW		GCW	
		Side Slope, degree	Simulated Lateral Acceleration, g	Side Slope, degree	Simulated Lateral Acceleration, g
Driver side	Axle 2 outside	37.0	0.75	36.4	0.74
	Axle 2 inside	37.7	0.77	36.8	0.75
	Axle 1	37.9	0.78	36.8	0.75
Curb side	Axle 2 outside	36.8	0.75	36.4	0.74
	Axle 2 inside	37.7	0.77	37.6	0.77
	Axle 1	38.2	0.79	37.6	0.77



Figure 6. BearCat on the Tilt Table at rollover threshold.

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H.P. White Laboratory, Inc.

BALLISTIC RESISTANCE TEST

Client : LENCO INC.

Job No. : 10441-01

Test Date : 2/20/07

TEST PANEL

Manufacturer : UNK.

Size : 18 x 18 in.

Thicknesses : 0.498, 0.501, 0.501, 0.501 in.

Avg. Thick. : 0.500 in.

Description : 1/2" STEEL PANEL

Sample No. : HPW-4 (M-2)

Weight : 45.33 lbs.

Hardness : NA

Plies/Laminates : NA

Date Rec'd. : 02/15/07

Via : UPS

Returned : N/A

SET-UP

Shot Spacing : 4 ON 8" SQUARE - 1 IN CENTER

Witness Panel : 0.020", 2024-T3 ALUMINUM

Obliquity : 0 deg.

Backing Material : NA

Conditioning : AMBIENT

Primary Vel. Screens : 15.0 ft., 35.0 ft.

Primary Vel. Location : 25.0 ft. From Muzzle

Residual Vel. Screens : NA

Residual Vel. Location : NA

Range to Target : 45.0 ft.

Target to Wit. : 6.0 in.

Range No. : 3

Temp. : 75 F

BP : 29.47 in. Hg

RH : 23%

Barrel No./Gun : TEST BARREL

Gunner : BONSALL

Recorder : BLACK

AMMUNITION

(1) : CAL. .50, M2, BALL, 695 gr.

(2) : CAL. .50, M33, BALL, 643 gr.

(3) :

(4) :

Lot No. :

Lot No. :

Lot No. :

Lot No. :

APPLICABLE STANDARDS OR PROCEDURES

(1) : REQUIRED VELOCITY : 2800-2900 fps.

(2) :

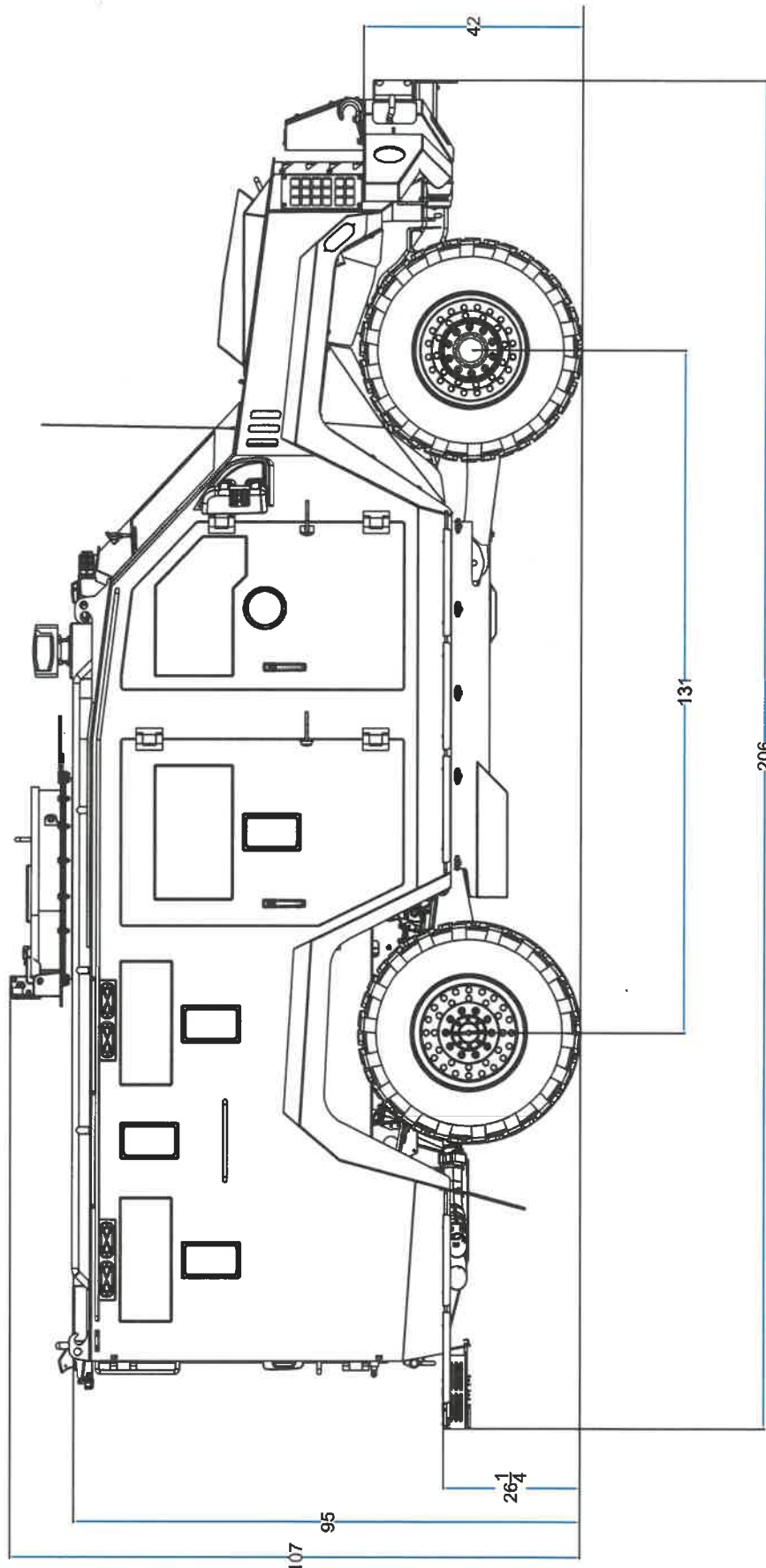
(3) :

NO.	Ammo.	Time 1 (usec)	Velocity 1 (ft/s)	Time 2 (usec)	Velocity 2 (ft/s)	Avg. Vel. (ft/s)	Penetration	Footnotes
1	1	7079	2825	7081	2824	2825	None	
2	1	7002	2856	7003	2856	2856	None	
3	1	6994	2860	6995	2859	2859	None	
4	1	6975	2867	6976	2867	2867	None	
5	1	7025	2847	7026	2847	2847	None	
6	2	6940	2882	6945	2880	2881	None	
7	2	6992	2860	6993	2860	2860	None	
8	2	7045	2839	7046	2838	2839	None	
9	2	7000	2857	7001	2857	2857	None	
10	2	6962	2873	6963	2872	2873	None	

REMARKS :

FOOTNOTES :





REV: -01	REV DATE:	REV DESCRIPTION:	REV BY:	<p>LENCO ARMORED VEHICLES Protecting Our Nation's DefendersSM</p> <p>10 BETHER INDUSTRIAL DRIVE PITTSFIELD, MA 01201 PHONE (413) 445-2100 FAX (413) 445-2106 Lencotruck.com</p>	<p>IT/VEAR NO: BC1800-101</p> <p>DRAWN: _____ DATE: _____</p> <p>SHEET: 2 OF 6</p>
<p>UNLESS OTHERWISE NOTED ALL DIMENSIONS ARE INCHES</p> <p>STANDARD TOLERANCES FRACTIONAL DECIMAL ANGULAR .0005 .0010 .0015</p> <p>PROJECTION: </p>				<p>TITLE: BEARCAT G3 VIEW PASSENGER SIDE VIEW</p>	
<p><small>THE TECHNICAL DATA IN THIS DOCUMENT IS RESTRICTED BY THE ARMS EXPORT CONTROL ACT (22 USC 2779) OR THE EXPORT ADMINISTRATION REGULATIONS (15 CFR 750-774) AND WHICH MAY NOT BE EXPORTED, RE-LEASED, OR DISCLOSED TO NON-US PERSONS INSIDE OR OUTSIDE THE UNITED STATES WITHOUT FIRST OBTAINING AN EXPORT LICENSE. VIOLATIONS OF EXPORT LAWS ARE SUBJECT TO SEVERE CIVIL, CRIMINAL, AND ADMINISTRATIVE PENALTIES.</small></p> <p><small>THE INFORMATION AND ANY DRAWINGS IN THIS DOCUMENT ARE THE EXCLUSIVE CONFIDENTIAL BUSINESS PROPERTY OF LENCO INDUSTRIES INC., PITTSFIELD, MA. IT MAY BE REPRODUCED IN ANY MANNER, DISCLOSED, OR SUBMITTED TO ANY PERSON OR COMPANY FOR ANY PURPOSE WITHOUT PRIOR WRITTEN APPROVAL FROM A CORPORATE OFFICER OF LENCO INDUSTRIES INC. VIOLATIONS WILL BE PROSECUTED UNDER STATE AND FEDERAL LAW.</small></p>					