

1 Francisco and on the same terms and conditions offered to the City and County of
2 San Francisco, except as modified by Exhibit "A" attached to and incorporated in
3 this Agreement, for an amount not to exceed \$232,205.66 including tax, with a
4 10% contingency for additional equipment, for a period extending until the
5 warranty on the street sweeper expires. To the extent that the San Francisco
6 Contract and this Agreement are inconsistent, the following priority shall govern:
7 (1) this Agreement and (2) the San Francisco Contract.

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

12 D. All warranties shall accrue to the City of Long Beach.

13 E. The parties may, by mutual agreement, amend this
14 Agreement with the approval of the City's City Council.

15 2. Neither this Agreement nor any money that becomes due to
16 Contractor under this Agreement may be assigned by Contractor without the prior written
17 consent of the City Manager or his designee.

18 3. Any notice given under this Agreement shall be in writing and
19 personally delivered or deposited in the U.S. Postal Service, return receipt, and shall be
20 delivered or mailed to Contractor at the relevant address first stated above, and to the
21 City at 333 West Ocean Boulevard, Long Beach, California 90802 Attn: City Manager.
22 Notice shall be deemed given three days after deposit in the mail.

23 4. The terms appearing on the San Francisco Contract are incorporated
24 in this Agreement.

25 5. Contractor shall cooperate with the City in all matters relating to self-
26 accrual of use tax. Contractor shall contact the City Treasurer for additional information
27 regarding self-accrual.

28 6. This Agreement and all documents which are incorporated by

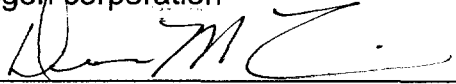
OFFICE OF THE CITY ATTORNEY
ROBERT E. SHANNON, City Attorney
333 West Ocean Boulevard, 11th Floor
Long Beach, CA 90802-4664

1 reference in this Agreement constitute the entire understanding between the parties and
2 supersede all other agreements, oral or written, with respect to the subject matter of this
3 Agreement. If there is any legal proceeding between the parties to enforce or interpret
4 this Agreement, or to protect or establish any rights or remedies, the prevailing party shall
5 be entitled to its costs and expenses, including reasonable attorney's fees.

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

8 GCS WESTERN POWER & EQUIPMENT,
9 an Oregon corporation

10 Feb 19, 2008

By 

Dean McLain
(Type or Print Name)

11 Feb 19, 2008

By 

Mark J. Wright
(Type or Print Name)

12 "Contractor"

13 CITY OF LONG BEACH, a municipal
14 corporation

15 March 12, 2008

16 By  Assistant City Manager

17 EXECUTIVE MANAGER
18 TO SECTION 301 OF
19 "City" THE CITY CHARTER.

20 This Agreement is approved as to form on 3-6,
21 2008.

22 ROBERT E. SHANNON, City Attorney


23 By 
24 Deputy

EXHIBIT "A"



8271 Commonwealth Avenue, Buena Park, CA 90621 | Phone: (714) 521-3758 | Fax: (714) 52-13703

November 26,2007
City Of Long Beach
John Seevers
2400 E Spring Street
Long Beach Ca, 90806

We are pleased to quote the following Tymco Airport Version of the 500 X Street Sweeper for your consideration this quote is based upon and all Terms and Conditions will apply from the City And County Of San Francisco purchase dated March 15, 2007 purchase # 557, Bid No. ITSF07000636/CD Equipment Budhet No. PW149R

(1) 2007 Tymco Model 500X ,mounted on a 2008 Tier 2 Navistar 4300 chassis
The following factory and dealer options are included:

- * Cat 290 water pump,
- * gutter broom drop down option each,
- * hopper load indicator,
- * high low self contained wash down system with hose reel,
- * linear actuator pressure bleeder,
- * SAQMD PM 10 emissions pkg,
- * reverse pick up head chains,
- * stainless steel chip seal screen,
- * stoarge compartment 4.5 cu ft, lockable
- * sweeper deluge clean out sysytem,
- * sweeper odometer,
- * Airport Runway Magnet,
- * John Deere Tier 2 aux engine
- * aux fuse panel,
- * aux hydraulic system,
- * Airport compliant amber strobe lights ,
- * broom assist pick up head,
- * dual steering,
- * linear actuator blower speed control,
- * aux engine auto shutdown system,
- * Stainless Steel Non Magnetic Hopper,
- * hopper liquid drain off sysytem,
- * High Dump Side Dump Hopper Lift,
- * severe weather wiring,
- * sweeper deluge system,
- * Dept Of Airport approved paint colors

Long Beach (cont'd.)

(2)

Cash Sale Price:	\$214,499.00
Ca Tire Tax (\$1.75 per tire) x 6	\$ 10.50
Sales/Excise Tax(es):	\$ 17,696.17
Price Complete, FOB City Of Long Beach:	\$ 232,205.66

Special Lead Time 60 - 90 days ARO

We are certain the equipment as quoted will exceed your expectations. On behalf of GCS Western Power & Equipment, thank you for the opportunity to quote Tymco machinery.

Sincerely,

Terry R. Roberts
Sales Representative

CUSTOMER ACCEPTANCE:

'I accept the equipment & terms stated herewith.'

John SeEVERS

'This proposal is good for 30 days'

FINANCE CORPORATION OF THE



CITY AND COUNTY OF SAN FRANCISCO

March 15, 2007

Mr. Tracy Pinkston
GCS Western Power & Equipment
1751 Bell Avenue
Sacramento, CA 95838

**Subject: Lease Purchase Transaction No. 557
2008 Street Sweeper, Diesel, 5.7 Cubic Yard**

**Re: Bid No. ITSF07000636/CD
Requisition No. RQSE07000013
Equipment Budget No. PW149R**

Dear Mr. Pinkston:

This is an order by the CCSF Finance Corporation for the City and County of San Francisco to purchase the following vehicle:

1 each, 2008 Model Year, Street Sweeper, Diesel Powered 5.7 Cubic Yard Volumetric Capacity, Variable Height, (with Dual Gutter Brooms and Dual Steering), in accordance with the attached specifications dated November 6, 2006, Attachment C.

Unit Price (excludes Sales Tax):	\$214,499.00
CA Tire Tax (\$1.75 per tire):	\$ 12.25
Sales Tax	\$ 18,232.42
Total Purchase Price:	\$232,743.67

Delivery: 300 Days ARO

This purchase is per the terms and conditions of the referenced bid. Payment terms are Net 30 days from the date of acceptance of the vehicle.

The CCSF Finance Corporation is hereby designated as the third party lessor per Attachment B, Special Bid Conditions for Vehicles No. 11 of the above referenced bid. Information on the CCSF Finance Corporation is available upon request.

1 DR. CARLTON B. GOODLETT PLACE, ROOM 336, SAN FRANCISCO, CALIFORNIA 94102

(415) 554-6643

(415) 554-4864 Facs/mlia

March 15, 2007
GCS Western Power & Equipment
Lease Purchase Transaction No. 557
Page 2 of 2

Please deliver the above vehicle with invoices in duplicate to:


Central Shops – Storeroom, Receiving
Attn: Mr. Dave Del Grande
1800 Jerrold Avenue
San Francisco, CA 94124

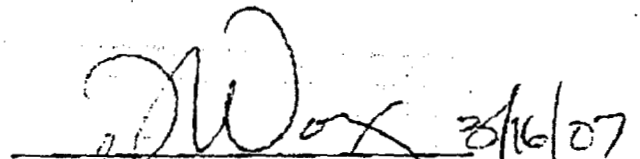
Also, the Dealer's Report of Sale must show the following Lienholder:

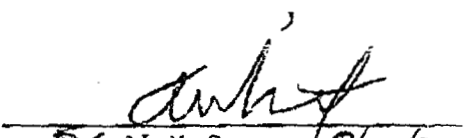
U.S. Bank Trust, N.A.
1 California Street, Suite 400
San Francisco, CA 94111

Please notify Central Shops, (415)550-4600, forty-eight (48) hours prior to delivery.

All invoices and correspondence must show the City's bid and transaction numbers as shown above. After Central Shops approves acceptance of the vehicles, they will forward the invoices to CCSF Finance Corporation for payment. Please direct all inquiries regarding invoice processing to Mr. Dave Del Grande, (415)550-4603. Do not call the Finance Corporation about payments as they will only process payments once the vehicles have been received and accepted by the department. Your cooperation is greatly appreciated.


Edward Harrington
Controller for the
City and County of San Francisco
3/15/07


Naomi Kelly
Director/Purchaser
Office of Contract Administration
City and County of San Francisco
3/16/07


Nadia Sesay (3/21/07)
Director of Public Finance
(Agent for CCSF Finance Corp.)

- cc: Dave Del Grande, Central Shops
- Nadia Sesay, CCSF Finance Corporation
- Todd Rydstrom, Controller's Office
- ✓ Tony Sciortino, DPW
- Cordelia Hom, DPW
- Raymond Low, OCA/Purchasing
- File, Series 2007A Equipment Lease Revenue Bonds



Gavin Newsom
Mayor

Naomi Kelly
Director/Purchaser

Purchasing

January 22, 2007

Bid Package Notification

The City is currently soliciting bids for the commodity/service listed below. *The Office of Contract Administration will no longer send bid packages via U.S. mail.* If you would like to submit a bid, please go to the City's website and download the bid package.

bids.sfgov.org

Bid/Contract Proposal No.: ITSF07000636/CD

Bid/Contract Proposal Title: STREET SWEEPER, DIESEL, 5.7 CUBIC YARD

Pre-bid Conference: _____

Due Date: 02/23/07 Time: 2:00 p.m.

Bids must be submitted in a sealed envelope clearly marked with the Bid Number, Bid Due Date and Time in the lower left corner.

All Change Notices and Bid Addenda are posted on the City's website. It is the Bidder's responsibility to read and incorporate additional information into their bids.

Instructions to access the Bid and Contracts database:

- Access your Internet server
- Go to bids.sfgov.org
- To access the Office of Contract Administration bid listed above click on "Equipment, Supplies and General Services – managed by the Office of Contract Administration"
- Scroll down to the desired Bid Number
- Click on the Bid Number to download and print all the pdf attachments

If you are unable to download the bid package call (415) 554-6743 or send an e-mail to oca@sfgov.org to request a hard copy. If you do not have internet access, fax your request to (415) 554-6717. Include the Bid Number, Bid Title and Bid Due Date with your name, company name and mailing address.