

RESOLUTION 16-49

A RESOLUTION OF THE CITY OF PANAMA CITY BEACH, FLORIDA, APPROVING THE PURCHASE OF A TRUCK AND TRACTOR FOR THE STREET DEPARTMENT, AND ONE TRUCK FOR THE STORMWATER DEPARTMENT, IN THE TOTAL AMOUNT OF \$105,358.48; AUTHORIZING THE APPROPRIATE OFFICERS OF THE CITY TO EXECUTE AND DELIVER CONTRACTS WITH VENDORS FOR SPECIFIC TYPES OF VEHICLES AS MORE PARTICULARLY SET FORTH IN THE BODY OF THE RESOLUTION; AND PROVIDING AN IMMEDIATELY EFFECTIVE DATE.

BE IT RESOLVED by the City of Panama Beach, Florida that:

1. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Bartow Ford, relating to the purchase of a 2016 ¾ ton 4x4 truck for the Street Department, in the basic amount of Twenty Nine Thousand, Three Hundred Twenty Two Dollars (\$29,322), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
2. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Beard Equipment Company, relating to the purchase of a John Deer 5100E Utility Tractor for the Street Department, in the basic amount of Fifty Two Thousand, Forty Dollars and Forty Eight Cents (\$52,040.48), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.
3. The appropriate officers of the City are authorized but not required to execute and deliver on behalf of the City that certain Agreement between the City and Hub City Ford, relating to the purchase of a 2016 ½ ton 4x4 truck for the Stormwater Department, in the basic amount of Twenty Three Thousand, Nine Hundred Ninety Six Dollars (\$23,996), with such changes, insertions or omissions as may be approved by the City Manager, whose execution of such agreement shall be conclusive evidence of such approval.

THIS RESOLUTION shall be effective immediately upon passage.

PASSED in regular session this 28th day of January, 2016.

CITY OF PANAMA CITY BEACH

By: Gayle F. Oberst
Gayle F. Oberst, Mayor

ATTEST:

Diane Fowler
Diane Fowler, City Clerk

Memorandum

CITY OF PANAMA CITY BEACH

To: Mario Gisbert
CC: Holly White
From: Paul R. Casto *PRC*
Date: January 8, 2016
Subject: Street Department - John Deere 5100E Utility Tractor

Staff is requesting approval to purchase a John Deere 5100E Utility Tractor, to be used by the Street Department. It was brought to our attention that there is a state contract with John Deere, that enables local governmental agencies to order equipment at a reduced rate. We have used State Contracts before for the purchasing of this type of equipment.

Staff recommends that the Council authorize the City Manager to purchase one John Deere 5100E Utility Tractor with the Florida Sheriff's Association Contract #21100000-15-1 for Agriculture & Lawn Equipment, copy attached, in the amount of \$52,040.48. The Street Department has sufficient funds budgeted in the current year for this purchase.

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JOHN DEERE

Selling Equipment

Quote Id: 12618354 Customer Name: CITY OF PANAMA CITY BEACH CASTO, PAUL

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):
Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:
Beard Equipment Company
4625 Hwy 231 North
Panama City, FL 32404
850-769-4844
kcronk@beardequipment.com

JOHN DEERE 5100E Utility Tractor (85 PTO hp)							
Contract: FL Ag & Lawn Equipment 21100000-15-1						Suggested List *	
Price Effective Date: May 11, 2015						\$ 63,464.00	
						Selling Price *	
						\$ 52,040.48	
* Price per item - includes Fees and Non-contract items							
Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
697BLV	5100E Utility Tractor (85 PTO hp)	1	\$ 51,950.00	18.00	\$ 9,351.00	\$ 42,599.00	\$ 42,599.00
Standard Options - Per Unit							
0409	English Operators Manual and Decal Kit	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
1381	12F/12R PowrReverse Transmission - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
2050	Standard Cab	1	\$ 9,072.00	18.00	\$ 1,632.96	\$ 7,439.04	\$ 7,439.04
2120	Air Suspension Seat	1	\$ 706.00	18.00	\$ 127.08	\$ 578.92	\$ 578.92
3025	Deluxe Cornerpost Exhaust	1	\$ 500.00	18.00	\$ 90.00	\$ 410.00	\$ 410.00
3320	Dual Stackable Rear SCV's with Lever Control	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,236.00	18.00	\$ 222.48	\$ 1,013.52	\$ 1,013.52
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 11,514.00		\$ 2,072.52	\$ 9,441.48	\$ 9,441.48
Suggested Price						\$ 52,040.48	
Total Selling Price			\$ 63,464.00		\$ 11,423.52	\$ 52,040.48	\$ 52,040.48



JOHN DEERE

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Deere & Company
2000 John Deere Run
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FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Beard Equipment Company
4625 Hwy 231 North
Panama City, FL 32404
850-769-4844
kcronk@beardequipment.com

Quote Summary

Prepared For:

City Of Panama City Beach Casto, Paul
110 S Highway 79
Panama City Beach, FL 32413
Business: 850-233-5054

Delivering Dealer:

Beard Equipment Company
Johnny Stone
4625 Hwy 231 North
Panama City, FL 32404
Phone: 850-769-4844
jstone@beardequipment.com

Quote ID: 12618354
Created On: 07 January 2016
Last Modified On: 07 January 2016
Expiration Date: 06 February 2016

Equipment Summary	Suggested List	Selling Price	Qty	Extended
JOHN DEERE 5100E Utility Tractor (85 PTO hp) Contract: FL Ag & Lawn Equipment 21100000-15-1 Price Effective Date: May 11, 2015	\$ 63,464.00	\$ 52,040.48 X	1 =	\$ 52,040.48

Equipment Total **\$ 52,040.48**

Quote Summary

Equipment Total	\$ 52,040.48
Trade In	
SubTotal	\$ 52,040.48
Total	\$ 52,040.48
Balance Due	\$ 52,040.48

Salesperson : X _____

Accepted By : X _____



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Price Effective Date: May 11, 2015						\$ 63,464.00	
						Selling Price *	
						\$ 52,040.48	
* Price per item - includes Fees and Non-contract items							
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1381	12F/12R PowrReverse Transmission - 540/540E	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
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3420	Dual Stackable Mid Valves with Joystick Control	1	\$ 1,236.00	18.00	\$ 222.48	\$ 1,013.52	\$ 1,013.52
5911	18.4 - 30 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6040	MFWD (4 Wheel Drive)	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
6701	12.4 - 24 In. 8PR R1 Bias	1	\$ 0.00	18.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 11,514.00		\$ 2,072.52	\$ 9,441.48	\$ 9,441.48
Suggested Price						\$ 52,040.48	
Total Selling Price			\$ 63,464.00		\$ 11,423.52	\$ 52,040.48	\$ 52,040.48

FLORIDA - Agriculture & Lawn Equipment

Contract Number: 21100000-15-1

Contract Period: September 1, 2015 - June 30, 2017

Eligibility: All governmental agencies, which have a physical presence within the State of Florida. "Governmental agency" means: (a) The United States or any department, commission, agency, or other instrumentality thereof. (b) This state or any department, commission, agency, or other instrumentality thereof. (c) Any local government, as defined in this section, or any department, commission, agency, or other instrumentality thereof. (d) Any school board or other special district, authority, or governmental entity. Any independent, non-profit college or university that is located within the State of Florida and is accredited by the Southern Association of Colleges and Schools.

Quotes and Purchase Orders:

To obtain a quote, contact your local John Deere Dealer. Submit purchase order to your local dealer.

All purchase orders must show John Deere Company as the vendor and reference the contract number.

CONTRACT DETAILS

Quotes

Quotes are valid for 30 days from the creation date of the quote. All quotes created in JDQ2 have creation and expiration dates on the upper right hand corner of the first quote page for your convenience.

Mandatory Price Quote Form

State Agencies ONLY - All Purchase Orders must be accompanied by the Price Quote Form. This Price Quote Form can be located

Mandatory Acknowledgement of Order Form	<p>on the Florida website for Agriculture and Lawn Equipment Contract Number 21100000-15-1. There are two forms that have been uploaded to the website under <u>FORMS AND OTHER INFORMATION</u>.</p> <p>State Agencies ONLY - For orders which the Dealer does not have the awarded equipment in stock and cannot deliver the equipment to the agency within fourteen (14) calendar days from receipt of Purchase Order. The <u>Acknowledgement of Order Form</u> shall be completed and issued by the dealer to notify the agency of the receipt of the purchase order. The Dealer shall mail , email, or fax the Acknowledgement of Order Form to the agency within fourteen (14) calendar days from the receipt of the purchase order. Failure of the Dealer to provide the ordering agency the <u>Acknowledgement of Order Form</u> within 14 calendar days of receipt of the purchase order shall be considered acceptance of the order by default, which, if necessary shall require the provision of the next new model of the equipment, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein. Submission of the Acknowledgement of Order Form is to be the responsibility of the Dealer.</p>
Non-Contract Equipment	Not allowed on this contract.
Credit Cards	<p>Allowed. Dealers must have the ability to accept universal card format Purchasing Cards, including American Express, Master Card, and Visa, during the contract term. Dealers may receive payments from Eligible Users by universal card format in the same manner as other credit/debit card purchases. Universal card format Purchasing card acceptance is mandatory, but is not the only method of payment. Credit cards are not accepted for purchases over \$5,000.</p>
Special Delivery Obligations	

Transportation and Delivery

1. Equipment not in stock or unavailable from manufacturer at time of order must be delivered within one hundred eighty (180) calendar days after receipt of order.

2. Equipment in stock must be delivered within fourteen (14) calendar days after receipt of order or the Equipment from the Manufacturer, with one exception – Equipment requiring post-Manufacturer Dealer installed OEM Options, Accessories, & Implements shall be delivered within thirty (30) calendar days after receipt of the Equipment from the Manufacturer(s).

The Contractor shall give the agency a minimum of twenty-four (24) hour notice prior to delivery. Deliveries shall be received as stipulated by the agency.

Deliveries of awarded Equipment shall be made by either private or common carrier transport. Where deliveries may be accomplished by driving the self-propelled, street-legal, Equipment three (3) road miles or less, the self-propelled Equipment may be driven, under supervision, to the delivery location.

All self-propelled operator occupied Equipment delivered by the Dealer to the agency shall contain no less than one-quarter (1/4) tank of fuel as indicated by the fuel gauge at the time of delivery. At the agency's option, Equipment with less than one-quarter (1/4) tank of fuel at delivery may be rejected or \$3.00 per gallon or gallon equivalent up to one-quarter of the Equipment's fuel tank capacity may be deducted from the invoice and payment.

The Dealer shall perform the standard Manufacturer's pre-delivery inspection, and is responsible for delivering an awarded Equipment that is properly serviced, clean, and in first class operating condition. Pre-delivery service, at a minimum, shall include the following:

- 1. Complete lubrication of operating chassis, engine, and mechanisms with Manufacturer's recommended grades of lubricants;**
- 2. Check / Fill all fluid levels to assure proper fill;**
- 3. Adjust engine(s) to proper operating condition(s);**
- 4. Inflate tires to proper pressure;**
- 5. Check to assure proper operation of all accessories, gauges, lights, and mechanical and hydraulic features;**
- 6. Clean equipment, if necessary, and remove all unnecessary tags, stickers, papers, etc.;**
- 7. Assure that the awarded Equipment is completely assembled (unless otherwise noted in the following sub-section) including Base Equipment and OEM Options, Accessories, & Implements, thoroughly tested, and ready for immediate operation upon delivery; and**
- 8. Where applicable, packaged to insure safe delivery to the destination. Each package shall be marked to include the name of the Contractor, the State Term Contract number, Purchase Order number, and brief description of the contents.**

All Equipment shall be delivered with each of the following applicable documents completed and included:

- 1. Copy of the Manufacturer's pre-delivery inspection form, which meets or exceeds the requirement herein;**
- 2. Copy of ordering Agency's Purchase Order;**
- 3. Copy of the applicable Manufacturer(s)'s specification(s);**

- 4. Copy of the Manufacturer's invoice(s) (prices may be deleted or obscured) for each Equipment, including individual Base Equipment and OEM Options, Accessories, & Implements, in the shipment;**
- 5. Manufacturer's Window Sticker(s), if applicable;**
- 6. Manufacturer's Certificate of Origin, if applicable;**
- 7. Manufacturer's Operator Manual, and (if not included in the operator manual) one (1) each of the Manufacturer's lubrication and maintenance instructions;**
- 8. Copy of the Manufacturer's Standard Warranty Certifications;**
- 9. Sales Tax Exemption Form, if applicable;**
- 10. Temporary Tag and twenty (20) day Extension Tag, if applicable; and**
- 11. DHSMV82040, Application for Certificate of Title and/or Vehicle Registration, if applicable.**

Deliveries that do not include the above applicable forms and publications, or that have forms that have been altered, or are not properly completed, may be refused! Repeated failures by the Contractor to include the above properly completed forms and publications, or that have submitted altered forms, to the ordering Agency may be cause for default proceedings and / or Contract termination

These Transportation and Delivery requirements, terms, and conditions also apply to the re-delivery of awarded Equipment that was previously rejected upon initial delivery.

Acknowledgement of Order

For orders which the Dealer does not have the awarded Equipment in stock and cannot Deliver the Equipment to the agency within fourteen (14) calendar days, the Acknowledgement of Order form shall be fully completed and issued by the Dealer to notify the ordering agency of the receipt of the Purchase Order for Equipment awarded under the Contract, the Manufacturer's order confirmation information, and the estimated delivery date.

The Dealer shall mail, email, or fax the fully completed Acknowledgement of Order form to the ordering agency's issuing office within fourteen (14) calendar days from the date the Dealer receives the Purchase Order under the Contract. Failure of the Dealer to provide the ordering Agency the Acknowledgement of Order form within fourteen (14) calendar days from the date the Dealer received the Purchase Order shall be considered acceptance of the order by default, which, if necessary, shall require the provision of the next new model of the Equipment, which meets the Prices, Discounts, requirements, specifications, terms, and conditions herein.

Submission of the Acknowledgement of Order form is to be the responsibility of the Dealer without prompting or notification by the Contract Manager or Agency.

Fees

No fees may be charged.

Financing

Not allowed on this contract.

Leasing

Allowed for local governments or non-state agencies if permitted by their own procurement policies and procedures.

Multiple Unit Discount

Multiple Unit Discounts are allowed. The contract discount plus the multiple unit

discount equals the total discount. Discounts are based on the following schedule:

- 3-4 units - 1%
- 5-6 units - 2%
- 7-8 units -3%
- 9 units or more - 4%

Sales of 3 or more like self-propelled products sold on the same purchase order are eligible for the Multiple Unit Discount. Self-propelled products must be listed in the same tabbed price book section and included on the same purchase order, with the exception of our utility vehicles. Compatible implements sold with such products also qualify for the Multiple Unit Discount, but do not count as a unit. Frontier Equipment is excluded from the Multiple Unit Discount.

Non-Contract Deere Equipment

Not allowed on this contract.

Rental

Not allowed on this contract.

Substitution

Not allowed on this contract.

Trade-in

Allowed. Items must be clearly labeled on the purchase order or quote as Trade-in. The agency and the dealer determine the trade-in-value.

Demo

Not allowed on this contract.

Miscellaneous

None

PRICE STRUCTURE

Price Book Tabs	Product Descriptions	Discounts off MSRP	Price Page Dates
L25	Lawn Tractors (X300 Series)	16%	<u>20Apr15</u>
	Sub Group 9		
L30	Garden Tractors (X500 and X700 Series)	16%	<u>13Apr15</u>

L35	Sub Group 10 Equipment for Lawn & Garden Tractors	16%	<u>13Apr15</u>
C10	Sub Group 10 Commercial Walk Behind Mowers	21%	<u>30Mar15</u>
C13	Sub Group 6 & 7 Commercial Ztrak Mowers	21%	<u>11May15</u>
C15	Sub Groups 8,13,14,15 Commercial Front Mowers	21%	<u>20Apr15</u>
C18	Sub Group 12 Wide Area Mowers	21%	<u>17Mar15</u>
C20/A2	Sub Group 16 Compact Utility / Utility Tractors- Greater Than or Equal to 40HP but Less than 75HP- Models 3046R, 4105, 4044M, 4052M, 4066M, 4044R, 4052R, 4066R, 5045E, 5055E, 5065E ONLY	16%	<u>11May15</u>
C20	Sub Group 20 Compact Utility Tractors - Less Than 40HP	16%	<u>11May15</u>
C25	Sub Group 19 Equipment for Compact Utility Tractors	16%	<u>11May15</u>
G10	Sub Group 19 & 20	22%	<u>27Apr15</u>

	Reel Mowers & Equipment		
	Sub Group 31		
G15	Special Application Mowers & Equipment	22%	<u>17Mar15</u>
	Sub Group 32		
G20	Special Application Vehicles & Equipment	22%	<u>16Mar15</u>
	Sub Group 30		
G25	Aeration & Equipment	22%	<u>17Mar15</u>
	Sub Group 34		
G30	Debris Maintenance & Equipment	22%	<u>17Mar15</u>
	Sub Group 35		
C39	Recreational Utility Vehicles & Equipment	12%	<u>16Mar15</u>
	Sub Group 2		
C40	Mid Duty Crossover Utility Vehicles & Equipment	12%	<u>13Apr15</u>
	Sub Group 2		
C41	Heavy-Duty Crossover Utility Vehicles & Equipment	12%	<u>20Apr15</u>
	Sub Group 2		
C42	Traditional Utility Vehicles & Equipment	12%	<u>20Apr15</u>
	Sub Group 3		
C47	HPX Utility Vehicles & Equipment	12%	<u>20Apr15</u>

Sub Group 3			
A2	5000 E Series (Except 5045E,5055E & 5065E)	18%	<u>11May15</u>
Sub Group 21			
		18%	
	5000 M Series (Excludes 5115M, 5075M, 5085M, 5100M)		
Sub Group 21			
A2	6105E	18%	<u>25Sep15</u>
Sub Group 21			
A2	6120E, 6135E	23%	<u>25Sep15</u>
Sub Group 22			
A2	Ag Tractors Greater Than or Equal to 110HP but Less Than or Equal to 145HP (Includes 5115M - manually change discount on 5115M from 18% to 23%)	23%	<u>11May15</u>
Sub Group 22			
A2	Ag Tractors Greater Than 140HP but Less Than 260HP	23%	<u>11May15</u>
Sub Group 23			
A2	Ag Tractors Greater Than or Equal to 260HP but Less Than 370HP	23%	<u>11May15</u>
Sub Group 24			
A9	Implements and Equipment Sub Group 22,23,24	23%	<u>04May15</u>

DELIVERY OBLIGATIONS

PAYMENT REMITTANCE INFORMATION

Remit to Address:
Deere & Company
Ag & Turf CBD & Government Sales
21748 Network Place
Chicago, IL 60673-1217

CONTRACT UPDATES

October 23, 2015 - Added 6105E,6120E and 6135E, removed 5075M, 5085M, 5100M, A5, A6, A7, Frontier which are not on contract. Added language for the Price Quote Form and the Acknowledgement of Order Form.

September 18, 2015 - Changed discount on 5000M's from 23% to 18%.

September 9, 2015 - Rearranged price page tabs for 5000E's and 5000M's.

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MEMORANDUM

Date: January 7, 2016
To: Mario Gisbert
From: Paul Casto, Public Works Director
Subject: ½ Ton 4x4 Truck bid

The Stormwater Department would like to move forward with the purchase of a 2016 4x4 truck.

We would like to piggy back on the bids received by the Utility Department. Staff recommends that the council authorize the City to contract with the awarded bidder, Hub City for \$23,996. This purchase was planned for in the current year budget. A suggested motion is provided should the council choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain purchase order between the City and Hub City in the amount of \$23,996.

#2

MEMORANDUM

Date: January 7, 2016
To: Mario Gisbert
From: Paul Casto, Public Works Director
Subject: 3/4 Ton 4x4 Service Body Truck bid

The Street Department would like to move forward with the purchase of a 2016 ¾ Ton 4x4 service body truck.

We would like to piggy back on the bids received by the Utility Department earlier this fiscal year. Staff recommends that the council authorize the City to contract with the awarded bidder, Bartow Ford for \$29,322. This purchase was planned for in the current year budget. A suggested motion is provided should the council choose to award it.

Suggested Motion:

Be it resolved that the appropriate officers of the City are authorized to execute and deliver on behalf of the City that certain purchase order between the City and Bartow Ford in the amount of \$29,322.

#3

**BID TABULATION
UTILITY DEPARTMENT FLEET VEHICLES
NOVEMBER 3, 2015 - 2:15 P.M.**

BIDDER	ADDRESS	UNIT BID AMOUNT & QUANTITY TO PURCHASE			
		1/2 TON 4X2	1/2 TON 4X4	3/4 TON 4X2 SERVICE BODY	3/4 TON 4X4 SERVICE BODY
BARTOW FORD - Richard Weissinger	2800 US Highway 98 N. Bartow, Florida 33830	\$21,689	\$24,227	\$26,568	\$29,322
HUB CITY FORD - Joe Windrow	4060 South Fardon Blvd. Crestview, FL 32536	\$21,996	\$23,996	\$28,996	\$31,996
LOW BID		\$21,689	\$23,996	\$26,568	\$29,322.00
QUANTITY		1	5	1	1
SUB TOTAL		\$21,689	\$119,980	\$26,568	\$29,322
DIVISION		100% Water	(1) 100% Wastewater (4) 70% Water, 30% WW	100% Wastewater	100% Wastewater
WATER DIVISION COST		\$21,689	\$67,188.80		
WASTEWATER DIVISION COST			\$52,791.20	\$26,568	\$29,322

TOTAL # OF VEHICLES = 8

TOTAL COST OF VEHICLES =

WATER DIVISION BUDGET EXPENDITURE = \$197,559.00
WASTEWATER DIVISION BUDGET EXPENDITURE = \$88,877.80
TOTAL BUDGET EXPENDITURE = \$108,681.20