

RESOLUTION NO. 8-08  
CITY OF CENTERVILLE, OHIO

SPONSORED BY COUNCILMEMBER Brooks Compton ON THE 18<sup>th</sup> DAY OF February, 2008.

A RESOLUTION ACCEPTING THE BID SUBMITTED  
BY BEST EQUIPMENT COMPANY FOR THE PURCHASE  
OF PLASTIC REFUSE CONTAINERS AND TO AUTHORIZE  
THE CITY MANAGER TO ENTER INTO A CONTRACT  
IN CONNECTION THEREWITH.

WHEREAS, the City of Centerville advertised for bidders for plastic refuse containers, pursuant to specifications prepared by the City, and

WHEREAS, the City of Centerville as a charter municipality with full home rule powers as provided in Article XVIII, Section 3 of the Ohio Constitution has the power and authority to authorize the City Manager to follow the procedure provided for herein.

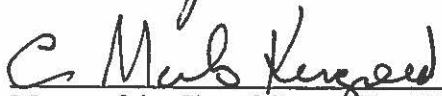
WHEREAS, Best Equipment Company was the low and best bidder.

NOW THEREFORE, THE MUNICIPALITY OF CENTERVILLE HEREBY RESOLVES:

Section 1. That the bid submitted by Best Equipment Company for the sale of plastic refuse containers to the City of Centerville for the bid price of \$80,015.60 be and is hereby accepted, a copy of which is attached hereto and incorporated herein and marked Exhibit "A."

Section 2. That the City Manager is hereby authorized and directed to do all things necessary to execute a contract with Best Equipment Company for the purchase of plastic refuse containers in accordance with the City's advertised specifications.

PASSED THIS 18<sup>th</sup> day of February, 2008.

  
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Mayor of the City of Centerville, Ohio

ATTEST:

Debra A. James  
Clerk of Council, City of Centerville, Ohio

CERTIFICATE

The undersigned, Clerk of Council of the City of Centerville, Ohio, hereby certifies the foregoing to be a true and correct copy of Resolution No. 8-08, passed by the Council of the City of Centerville, Ohio on the 18<sup>th</sup> day of February, 2008.

Debra A. James  
Clerk of the Council

Approved as to form and consistency  
with existing ordinances, the charter  
& constitutional provisions.

Department of Law  
Scott A. Liberman  
Municipal Attorney



MODEL #	DESCRIPTION	QUANTITY	UNIT PRICE
79296	<b>Toter 96 Gallon EVR II Universal/Nestable Cart</b> <ul style="list-style-type: none"> <li>• Color: Green, Gray, Brown, Blue or Black</li> <li>• One (1) Custom Hot Stamp on Both Sides of Cart Body</li> <li>• Serial Number Hot Stamped Onto Front of Cart Body in White</li> <li>• Stainless Steel Stop Bar</li> <li>• Color Pigmentation and UV Stabilizers Compounded at Toter's Standard Proprietary Blends</li> <li>• Shipped 1/3 Assembled With Axle and Stop Bar Factory Installed</li> <li>• 10 Year Non-Prorated Warranty</li> </ul>	1,380 carts	<b>\$53.97</b>
79264	<b>Toter 64 Gallon EVR II Universal/Nestable Cart</b> <ul style="list-style-type: none"> <li>• Same Specifications as Model 79296 Above</li> </ul>	100 carts shipped with above 1,380 Model 79296 carts	<b>\$47.97</b>
79296	<b>Toter 96 Gallon EVR II Universal/Nestable Cart</b> <ul style="list-style-type: none"> <li>• Same Specifications as Model 79296 Above</li> </ul>	588 carts per truckload 100 carts 250 carts 400 carts	<b>\$53.97</b> <b>\$62.20</b> <b>\$58.30</b> <b>\$56.12</b>
79264	<b>Toter 64 Gallon EVR II Universal/Nestable Cart</b> <ul style="list-style-type: none"> <li>• Same Specifications as Model 79296 Above</li> </ul>	100 carts	<b>\$54.97</b>
<b>Option:</b> Stop Bar	Standard Galvanized Steel Stop Bar	Per cart	<b>Deduct \$1.00</b>
<b>Option:</b> Granite	Special Granite Color Body With Solid Black Lid <ul style="list-style-type: none"> <li>• Granite Colors Available: Greenstone, Graystone, Dark Gray Granite, Bluestone, Navy Blue, Sandstone, Brownstone, Blackstone</li> </ul>	Per Cart	<b>\$1.50</b>

## **PRICE ADJUSTMENTS**

Best Equipment will honor the prices proposed for the initial twelve (12) months of the contract period. Subsequent price adjustments will be based on any prevailing rise or fall in the market prices of materials used. Prices will be increased only to the point of absorbing additional costs of materials paid for by Best Equipment. Best Equipment will provide the customer with written documentation to substantiate any requested price increases. The customer reserves the right to accept or reject any price increases which are considered unacceptable.

Contract extensions will be based on a mutual written agreement between Best Equipment and the customer.

**C. COMPLETION DATE INFORMATION**

Bidders shall state, as part of the proposal, a date by which the complete order will be delivered to the City of Centerville. This date will be taken into consideration in determining the lowest and best bid.

\_\_\_\_\_  
Completion/ delivery date

**D. CONTRACT PREPARATION INFORMATION**

The bidder shall supplement the proposal by supplying the following information for use in the preparation of the Contract.

COMPANY: Best Equipment Co., Inc.

BY: Melissa Stout

TITLE: Sales Manager

ADDRESS: 5550 Poindexter Dr. (Main Office)  
Indianapolis, IN 46235

PHONE: 317-823-3050

FAX: 317-823-3060

FEDERAL TAX ID: \_\_\_\_\_

**EXECUTION OF PROPOSAL**

NOTE: Failure to sign the proposal shall result in rejection of the bid.

THIS PROPOSAL SUBMITTED BY: Best Equipment Co., Inc.  
NAME OF CONTRACTOR - Supplier

SIGNATURE: Melissa Stout

DATE: Feb. 8, 2008

Contact person for contract processing: George Luce JR. Cell # 937-417-7566

Mailing address if different from above: \_\_\_\_\_

NOTE: Failure to sign the proposal shall result in rejection of the bid.