



City of Grand Island

Tuesday, May 23, 2006

Council Session

Item G19

#2006-171 - Approving Bid Award for Medical Physical Fitness Testing

Staff Contact: Jim Rowell

Council Agenda Memo

From: Jim Rowell, Fire Chief
Meeting: May 23, 2006
Subject: Physical Fitness Testing Contract
Item #'s: G-19
Presenter(s): Jim Rowell

Background

Request for bids for physical fitness testing for Grand Island Fire Department was published April 29, 2006. Closing date was May 17, 2006.

Discussion

Requests for one a year contract were sent to five potential bidders. One bid was received and it is within the estimate and funds are available in the budget account numbers 10022101-85160 and 10022102-85160. The one responsive bid was by Internal Medical Associates of Grand Island in the amount of \$24,628. This bid is from the previous provider of this testing and we have been well satisfied with their performance in past years.

Alternatives

It appears that the Council has the following alternatives concerning the issue at hand. The Council may:

1. Move to approve
2. Refer the issue to a Committee
3. Postpone the issue to future date
4. Take no action on the issue

Recommendation

City Administration recommends that the Council approve bid award to Internal Medical Associates of Grand Island.

Sample Motion

Motion to approve contract with Internal Medical Associates of Grand Island.



Dale M. Shotkoski, Assistant City Attorney

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Better Tomorrow, Today*

BID OPENING

BID OPENING DATE: May 17, 2006 at 11:00 a.m.
FOR: Medical Physical Fitness Testing
DEPARTMENT: Fire
ESTIMATE: \$33,000.00
FUND/ACCOUNT: 10022101-85160 and 10022102-85160
PUBLICATION DATE: April 29, 2006
NO. POTENTIAL BIDDERS: 5

SUMMARY

Bidder: Internal Medical Associates
Grand Island, NE
Exceptions: Noted
Bid Price: \$24,628.00

cc: Jim Rowell, Fire Chief
Gary Greer, City Administrator
Laura Berthelsen, Legal Assistant

Chris Hoffman, Fire Admin. Assist.
Dale Shotkoski, Purchasing Agent

P1087

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between Internal Medical Associates hereinafter called the Contractor, and the **CITY OF GRAND ISLAND, NEBRASKA**, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the city has caused contract documents to be prepared and an advertisement calling for bids to be published, for Physical Fitness Testing – Fire Department; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the bids submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible bidder, and has duly awarded to the said Contractor a contract therefore, for the sum or sums named in the Contractor's bid, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to the Contractor and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and the Contractor for itself, himself, or themselves, and its, his, or their successors, as follows:

ARTICLE I. That the Contractor shall (a) furnish all tools, equipment, superintendence, transportation, and other construction materials, services and facilities; (b) furnish, as agent for the City, all materials, supplies and equipment specified and required to be incorporated in and form a permanent part of the completed work; (c) provide and perform all necessary labor; and (d) in a good substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said documents forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, construct and complete all work included in and covered by the City's official award of this contract to the said Contractor, such award being based on the acceptance by the city of the Contractor's bid;

ARTICLE II. That the City shall pay to the contractor for the performance of the work embraced in this contract and the contractor will accept as full compensation therefore the sum (subject to adjustment as provided by the contract) of TwentyFour Thousand Six Hundred Twenty Eight dollars (\$24,628.00) for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article I; payments thereof to be made in cash or its equivalent in the manner provided in the General Specifications. Eight Dollars

This amount shall be paid annually upon the services being rendered for that year. If the services are satisfactorily performed, this contract shall run from the date it is signed until _____;

ARTICLE III. The contractor hereby agrees to act as agent for the City in purchasing materials and supplies for the City for this project. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but the contractor shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the

purchase price from the City by submitting an invoice to the contractor. Title to all materials and supplies purchased hereunder shall vest in the City directly from the vendor. Regardless of the method of payment, title shall vest immediately in the City. The contractor shall not acquire title to any materials and supplies incorporated into the project. All invoices shall bear the contractor's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and becoming a part of the finished product of the medical testing.

ARTICLE IV. That the contractor shall start work as soon as possible after the contract is signed and the required bonds and insurance are approved, and that the Contractor shall complete the work on or before September 6, 2006, and _____ for each additional year for which the service is to be provided.

ARTICLE V. The Contractor agrees to comply with all applicable State fair labor standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. The Contractor further agrees to comply with the provisions of Section 48-657, R.R.S. 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, the contractor and all subcontractors agree not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal rules and regulations. The Contractor agrees to maintain a drug free workplace policy and will provide a copy of the policy to the City upon request.

By Charles J. Shelton
Charles J Shelton
Title Clinic Administrator

Date 5-10-06

CITY OF GRAND ISLAND, NEBRASKA

By _____
Mayor

Date _____

Attest: _____
City Clerk

The contract is in due form according to law and hereby approved.

Attorney for the City

Date _____

RESOLUTION 2006-171

WHEREAS, the City of Grand Island invited sealed bids for a Medical Physical Testing for the Fire Department, according to specifications on file with the Fire Department; and

WHEREAS, on May 17, 2006, bids were received, opened and reviewed; and

WHEREAS, Internal Medical Associates of Grand Island, Nebraska, submitted a bid in accordance with the terms of the advertisement of bids and specifications and all other statutory requirements contained therein, such bid being in the amount of \$24,628.00; and

WHEREAS, Internal Medical Associates' bid is less than the estimate for such testing.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the bid of Internal Medical Associates of Grand Island, Nebraska, in the amount of \$24,628.00 for medical physical testing is hereby approved as the lowest responsible bid.

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Adopted by the City Council of the City of Grand Island, Nebraska, May 23, 2006.

Jay Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
May 17, 2006	☐ City Attorney