



City of Grand Island

Tuesday, December 18, 2007

Council Session

Item G12

**#2007-321 - Approving Vending Services Contract for Law
Enforcement Center**

Staff Contact: Steve Lamken

Council Agenda Memo

From: Steven Lamken, Police Chief

Meeting: December 18, 2007

Subject: Law Enforcement Center Vending Services Contract

Item #'s: G-12

Presenter(s): Steven Lamken, Police Chief

Background

The Police Department and Sheriff's Office will be moving operations to the new Law Enforcement Center. The Center has an employee lounge with space for vending machines. The Police Department advertised for bids for vending services for the Center. The Department is recommending the Council approve the contract for vending services with Boyd's Full Service Vending of Hastings.

Discussion

The Police Department planned for vending machines and vending services at the new law enforcement center. The Department advertised for proposals for vending services and sent letters requesting proposals to vendors in preparation for occupying the new facility. Five proposals for services were received by the opening date. The proposals included food and beverage options and prices for items. The Police Department reviewed the proposals, talked to vendors and conducted reference checks. The Department has determined that Boyd's Full Service Vending submitted the proposal that best meets the specifications for service. The Police Department recommends the vending services contract for the Law Enforcement Center be awarded to Boyd's Full Service Vending of Hastings, Nebraska.

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 the awarding of the contract for food vending services to Boyd's Full Service Vending.

Sample Motion

Move to approve the award of the food vending services contract for the Law Enforcement Center to Boyd's Full Service Vending.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **Boyd's Full Service Vending**, Hastings, NEBRASKA 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 proposals to be published, for vending machine services; and

WHEREAS, the City has opened, examined, and canvassed the proposals submitted, and has determined the aforesaid Contractor to be the lowest responsive and responsible proposal, 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 new equipment, transportation, and other materials, and services; and (b) provide and perform all necessary labor as outlined in the quote attached. The City reserves the right to designate where vending machines will be located in the building.

ARTICLE II. 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 or race, color, religion, sex, national origin, age or disability. The Contractor agrees to comply with all applicable Local, State and Federal laws, 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.

ARTICLE III. The Contractor agrees to hold the City harmless for injuries to persons or property arising out of the contract.

ARTICLE IV. The term of this contract will be for one calendar year beginning January 1, 2008 through December 31, 2009, and upon approval by the Mayor and City Council of the City of Grand Island, Nebraska. The contract will renew automatically for one calendar year as of January 1 of the following year for four additional calendar years beyond the first contract year.

ARTICLE V. The Contractor shall provide the City a price list for items sold by the Contractor. Prices for items may be adjusted twice a year. The Contractor shall provide the City written notice of any proposed changes in the prices of individual items being sold and justification for the increase. Contractor may add or delete items being sold by written notice of the change and justification for the change. The Contractor shall amend the price list to include price increases and items being added or deleted.

ARTICLE VI. City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee, or for any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement or a contract or subcontract, or to any solicitation or proposal therefor. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

ARTICLE VII. The City reserves the right to terminate this contract for cause within ten, 10, days upon written notice to the Contractor. This contract may be cancelled by either party in sixty, 60, days by written notice of either the City or Contractor.

Boyd's Full Service Vending

By _____ Date _____

Title _____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date _____

Mayor

Attest: _____

City Clerk

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

_____ Date _____

Attorney for the City

RESOLUTION 2007-321

WHEREAS, the City of Grand Island invited proposals for vending services for the Law Enforcement Center, according to Request for Proposals on file with the Police Department; and

WHEREAS, five proposals were received, reviewed and evaluated in accordance with established criteria; and

WHEREAS, Boyd's Full Service Vending of Hastings, Nebraska, submitted a proposal in accordance with the terms of the Request for Proposals and all statutory requirements contained therein and the City Procurement Code, for vending services.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the proposal of Boyd's Full Service Vending of Hastings, Nebraska, for vending services for the Law Enforcement Center is hereby approved.

BE IT FURTHER RESOLVED, that the Mayor is hereby authorized and directed to execute such contract on behalf of the City of Grand Island.

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Adopted by the City Council of the City of Grand Island, Nebraska on December 18, 2007.

Margaret Hornady, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐
December 13, 2007	☐ City Attorney