



City of Grand Island

Tuesday, January 12, 2010

Council Session

Item G11

**#2010-9 - Approving Contract for Vending Machine Services at
City Hall**

Staff Contact: RaNae Edwards

Council Agenda Memo

From: RaNae Edwards, City Clerk

Meeting: January 12, 2010

Subject: Approving Contract for Vending Machine Services at City Hall

Item #'s: G-11

Presenter(s): RaNae Edwards, City Clerk

Background

City Hall has contracted with VVS, Inc./Coca-Cola Bottling Company for their vending service needs in City Hall for several years. Request for Quotes were sought on December 24, 2009. Two companies submitted quotes.

Discussion

The quotes submitted for the vending machine services for City Hall have been reviewed by Dale Shotkoski, Assistant City Attorney/Purchasing Agent and RaNae Edwards, City Clerk. The term of the contract will be for five (5) years beginning January 1, 2010 and will expire on December 31, 2014.

Alternatives

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

1. Move to approve the Contract with VVS, Inc., Cozad, Nebraska for vending machine services at City Hall.
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 contract with VVS, Inc. of Cozad, Nebraska for the vending machine services at City Hall for five (5) years.

Sample Motion

Motion to approve the contract with VVS, Inc. of Cozad, Nebraska for vending machine services at City Hall for five (5) years.

CONTRACT AGREEMENT

THIS AGREEMENT made and entered into by and between **VVS, Inc., COZAD, 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 for vending machine services; and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined, and canvassed the quotes 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 quote, 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 equipment, transportation, and other materials, and services; and (b) provide and perform all necessary labor as outlined in the quote attached.

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 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 term of this contract will be for five (5) years beginning January 1, 2010 through December 31, 2014, and upon approval by the Mayor and City Council of the City of Grand Island, Nebraska.

VVS, Inc.

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.

Attorney for the City

Date_____

RESOLUTION 2010-9

WHEREAS, the City of Grand Island invited quotes for Vending Machine Services at City Hall, according to the City's Request for Quotes on file with the City Clerk; and

WHEREAS, quotes were due on December 24, 2009; and

WHEREAS, VVS, Inc. of Cozad, Nebraska, submitted a quote in accordance with the terms of the request for quotes; and

WHEREAS, the compensation derived by VVS, Inc. would be only that generated from individual purchases of vending machine products; and

WHEREAS, no compensation will be provided to VVS, Inc. by the City, and the City will have no responsibility for the operations of the vending machines; and

WHEREAS, a proposed contract agreement has been reviewed and approved by the City Attorney's office.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote from VVS, Inc. of Cozad, Nebraska, is hereby accepted and approved as the best quote submitted for such vending services; and that the contract by and between the City and such vendor is hereby approved, and the Mayor is hereby authorized and directed to sign 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, January 12, 2010.

Peg Gilbert, Council President

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
January 7, 2010	☐ City Attorney