



City of Grand Island

Monday, December 30, 2013

Special Meeting

Item G-3

**#2013-412 - Approving Safety Glass Contract for the Utilities,
Public Works and Parks Divisions for 2014 & 2015**

Staff Contact: Tim Luchsinger, Utilities Director

Council Agenda Memo

From: Timothy Luchsinger, Utilities Director
John Collins, Public Works Director
Todd McCoy, Parks Director
Stacy Nonhoff, Asst. City Attorney

Meeting: December 30, 2013

Subject: Award of Safety Glass Contract for the Parks & Recreation, Public Works and Utilities Departments for 2014 - 2015

Item #'s: G-3

Presenter(s): Timothy Luchsinger, Utilities Director

Background

As part of personal protective equipment furnished by the City to its employees, the City periodically enters into an agreement with a local provider for safety glasses for those employees needing corrective lenses. Costs for eyewear prescriptions and options other than the base selection are at the expense of the employee. Requests for quotes were solicited in accordance with city procurement policies for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2014 and 2015.

Discussion

Documents were mailed to ten vendors, and advertised in the Grand Island Independent. The following quotations were received.

Shopko Eyecare Center, Grand Island, Nebraska
Eyecare Professionals/Grand Island Optical, Grand Island, Nebraska
Heartland Optical of Lincoln, Nebraska, the supplier for Pearle Vision Center of Grand Island, Nebraska

The responses were reviewed by the Parks, Public Works, and Utilities Departments, and based on variety of selection and competitive pricing, it was determined that Pearle Vision Center of Grand Island offered the best overall proposal. Heartland Optical of Lincoln, Nebraska dispenses safety glasses through Pearle Vision Center at 1437 N.

Webb Road in Grand Island. The specifications required an on-site location in the City of Grand Island to allow easy access for employees.

Pearle Vision Center has furnished safety glasses for City employees in the past, and their performance and product met expectations.

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 two year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Heartland Optical of Lincoln, Nebraska, dispensing from Pearle Vision Center, of Grand Island, Nebraska.

Sample Motion

Move to approve the two year contract (2014 & 2015) for Safety Glasses to Heartland Optical of Lincoln Nebraska, dispensing from Pearle Vision Center of Grand Island, Nebraska.



Stacy Nonhof, Purchasing Agent

*Working Together for a
Better Tomorrow, Today*

**REQUEST FOR QUOTES
FOR
SAFETY GLASSES & SERVICE**

RFP DUE DATE: December 13, 2013 at 5:00 p.m.

DEPARTMENT: Utilities

PUBLICATION DATE: November 25, 2013

NO. POTENTIAL BIDDERS: 10

SUMMARY OF PROPOSALS RECEIVED

Grand Island Optical
Grand Island, NE

Shopko
Grand Island, NE

Heartland Optical
Lincoln, NE

cc: Tim Luchsinger, Utilities Director
Mary Lou Brown, City Administrator
Stacy Nonhof, Purchasing Agent
John Collins, Public Works Director
Todd McCoy, Parks & Rec. Director

Bob Smith, Assist. Utilities Director
Jaye Monter, Finance Director
Pat Gericke, Utilities Admin. Assist.
Catrina DeLosh, PW Admin. Assist.
Patti Buettner, Parks & Rec. Secretary

P1695

Contract Agreement

This AGREEMENT made and entered into by and between Heartland Optical, of 1012 N. 27th Street, Lincoln, Nebraska, dispensing from Pearle Vision Center, 1437 N. Webb Road, Grand Island, Nebraska, hereinafter called "Supplier", 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 quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Heartland Optical, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums named in their 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 Heartland Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Heartland Optical for itself, and its successor, as follows:

ARTICLE I. That the following documents shall comprise the Contract, and shall together be referred to as the "Agreement" or the Contract Documents";

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Heartland Optical's quote signed and dated December 11, 2013.

In the event of any conflict between the terms of the Contract Documents, the provisions of the document first listed shall prevail.

ARTICLE II. That Heartland Optical, dispensing through Pearle Vision Center, shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and 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 document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and covered by the City's official award of this contract to Heartland Optical, such award being based on the acceptance by the City of Grand Island's quote;

ARTICLE III. That the City shall pay Heartland Optical for the performance of the work embraced in this contract and Heartland Optical will accept as full compensation therefore the amount(s) as stated in the Specification Document for all services, materials, and work covered by and included in the contract award and designated in the foregoing Article II; payments thereof to be made in cash or its equivalent in a timely manner.

ARTICLE IV. Heartland Optical, hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Heartland Optical, 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 City of Grand Island
Utilities Administration
PO Box 1968
Grand Island, NE 68802-1968

All invoices shall bear Heartland Optical's name as agent for the City. This paragraph will apply only to these materials and supplies actually incorporated into and become a part of the finished product, SAFETY GLASSES.

ARTICLE V. The contract shall go into effect **January 1, 2014**, and remain into effect until **December 31, 2015**.

ARTICLE VI. Heartland Optical/Pearle Vision Center, 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. They further agree 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, Heartland Optical/Pearle Vision Center agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Heartland Optical/Pearle Vision Center agrees to comply with all applicable Local, State and Federal rules and regulations, and agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

GRATUITIES and KICKBACKS

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 therefore. 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 of the award of a subcontract or order.

HEARTLAND OPTICAL

By _____ Date_____

Title:_____

CITY OF GRAND ISLAND, NEBRASKA

By _____ Date_____

Mayor

Attest:_____

RaNae Edwards, City Clerk

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

_____ Date_____

Attorney for the City

RESOLUTION 2013-412

WHEREAS, the City of Grand Island invited quotes for Safety Glasses and Service for the Utilities, Public Works and Parks and Recreation Departments, according to the City's Request for Quotes on file with the Utilities Administration Office; and

WHEREAS, quotes were due on December 13, 2013; and

WHEREAS, Heartland Optical of Lincoln, Nebraska, dispensing safety glasses for Pearle Vision Center of Grand Island, Nebraska, submitted a quote in accordance with the terms of the advertisement for quotes and all other statutory requirements contained therein.

NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF GRAND ISLAND, NEBRASKA, that the quote of Heartland Optical of Lincoln, Nebraska, dispensing for Pearle Vision Center of Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2014 and 2015 for the amounts set out in its quote is hereby approved as the most responsive quote received.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 30, 2013.

Jaye Vavricek, Mayor

Attest:

RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 24, 2013	☐ City Attorney