



# City of Grand Island

Tuesday, December 16, 2008

Council Session

## Item G4

**#2008-348 - Approving Contract for Safety Glasses for the  
Utilities, Parks, and Public Works Departments 2009 - 2011**

Staff Contact: Gary R. Mader; Wesley Nespor

# **Council Agenda Memo**

**From:** Gary R. Mader, Utilities Director  
Steve Riehle, Public Works Director  
Steve Paustian, Parks Director  
Wesley Nespor, Asst. City Attorney/Purchasing

**Meeting:** December 16, 2008

**Subject:** Award of Safety Glass Contract for 2009 - 2011

**Item #'s:** G-4

**Presenter(s):** Gary R. Mader, Utilities Director

## **Background**

Requests for quotes were solicited for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2009, 2010, and 2011 on November 3, 2008.

## **Discussion**

Documents were mailed to eight local vendors, and advertised in the Grand Island Independent on November 3, 2008. Six quotes were returned by the November 20, 2008, 5:00 p.m. deadline.

Wal-Mart Vision Center – South  
Wal-Mart Vision Center – North  
Shopko Eyecare Center  
Eyecare Professionals (Grand Island Optical)  
Pearle Vision Center  
Physician's Eyewear

All of Grand Island, Nebraska.

Quotes were reviewed, and it was determined that Shopko Eyecare Center of Grand Island offered the best overall prices. Hours of services and quality of items were also a consideration in the determination.

Both Wal-Marts did not offer firm pricing on the frames with prices subject to change at any time. Physician's Eyewear had a very limited selection of frames available, and is only open Monday through Friday, 8:00 a.m. to 5:00 p.m. Pearle Vision Center offered more accommodating hours, but prices were higher on both frames and other services. Grand Island Optical's pricing was also higher than Shopko on most frames and services.

### **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 three year contract for Safety Glasses for the Utilities, Public Works, and Parks and Recreation Departments, to Shopko Eyecare Center of Grand Island, Nebraska. Shopko has been the low bidder on past contracts, most recently, 2003 to 2005. The performance of the Vendor met expectations for service level and was fully compliant with the specifications.

### **Sample Motion**

Move to approve the three year contract for Safety Glasses to Shopko Eyecare Center of Grand Island, Nebraska.

Purchasing Division of Legal Department  
**INTEROFFICE MEMORANDUM**



Wes Nespor, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**BID OPENING**

**BID OPENING DATE:** November 20, 2008 at 5:00 p.m.

**FOR:** (Quotes) Safety Glasses and Service

**DEPARTMENT:** Utilities, Public Works, & Parks

**FUND/ACCOUNT:**

**PUBLICATION DATE:** November 3, 2008

**NO. POTENTIAL BIDDERS:**

**QUOTES RECEIVED**

<b>Bidder:</b>	<u>Pearle Vision</u> Grand Island NE	<u>Physicians Eyewear</u> Grand Island NE
<b>Bidder:</b>	<u>Shopko Eyecare Center</u> Grand Island NE	<u>Grand Island Optical</u> Grand Island NE
<b>Bidder:</b>	<u>South Wal-Mart Vision Center</u> Grand Island NE	

cc: Gary Mader, Utilities Director  
Steve Paustian, Parks & Recreation Director  
Catrina DeLosh, PW Admin. Assist.  
Dale Shotkoski, City Attorney  
Jeff Pederson, City Administrator

Steve Riehle, Public Works Director  
Pat Gericke, Utilities Admin. Assist.  
Patti Buettner, Parks & Rec. Secretary  
Wes Nespor, Purchasing Agent

**P1302**

## Contract Agreement

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This AGREEMENT made and entered into by and between Shopko Eyecare Center, hereinafter called Shopko, 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 Shopko to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded Shopko a contract therefore, for the sum or sums named in Shopko'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 Shopko and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Shopko 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. Shopko Eyecare Center's quote signed and dated November 6, 2008.

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 Shopko 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 Shopko, such award being based on the acceptance by the City of Shopko's quote;

ARTICLE III. That the City shall pay Shopko for the performance of the work embraced in this contract and Shopko 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. Shopko 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 Shopko 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 on invoice to Shopko. All invoices shall bear Shopko'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, 2009**, and remain into effect until **December 31, 2011**.

ARTICLE VI. Shopko 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. Shopko 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, Shopko agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Shopko 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.

**SHOPKO EYECARE CENTER**

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.

\_\_\_\_\_  
Attorney for the City

\_\_\_\_\_  
Date \_\_\_\_\_



SPECIFICATIONS  
FOR

SAFETY GLASSES AND SERVICE  
THE CITY OF GRAND ISLAND  
UTILITY, PUBLIC WORKS, AND PARKS DEPT.

January 1, 2009

thru

December 31, 2011

Name of Company Shopko Eyecare Center

Specifications  
2009 - 2011 Supplier of Safety Glasses and Service  
City of Grand Island, Nebraska  
Utilities, Public Works and Parks & Recreation Departments

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Sealed quotes are due in the office of the City Clerk, City Hall, 100 East First Street, Grand Island, NE 68801 or P.O. Box 1968, Grand Island, NE 68802-1968, **no later than 5:00 p.m. on Thursday, November 20, 2008. Vendors must submit quotes on the attached forms.**

Quotes will be evaluated based on comparison of unit prices and services. There were approximately 200 pairs of safety glass lenses and frames purchased by the City of Grand Island during 2006, 2007, and 2008. This does not guarantee that the same number will be purchased during the upcoming contract period.

The Purchaser reserves the right to reject any or all quotes, to waive technicalities, and to accept whichever quote that may be in the best interest of the City. Quotes shall remain valid for 30 days after due date. The quote from the successful Company shall remain firm through December 31, 2011.

**LENSES:**

Glass lenses shall be chemically hardened. All lenses must be safety glass, meet ANSI Z87 Standards, and OSHA approved.

**FRAMES:**

All frames must be OSHA approved and stamped to meet ANSI Z87 (most current version).

**SERVICE REQUIREMENTS:**

1. The City of Grand Island Utilities, Public Works and Parks & Recreation Departments will make arrangements with the supplier regarding individual safety glass purchases. Authorization Forms (City will supply, see attached copy), signed by the City Division Supervisors will be required to release supplier to proceed with orders. After the authorization form is completed by the supplier, the authorization form will be distributed by the supplier as follows: white to the vendor, pink to the City Department and yellow to the employee.
2. Price quotations from the successful Vendor are to be valid through December 31, 2011. The City intends to issue a contract for January 1, 2009 through December 31, 2011 to the award winning supplier. If you have exceptions to this stipulation, note it (along with any other exceptions) in the exceptions portion of the Quotation Form. An exception to the contract period could result in bid rejection.

3. The City expects good overall service from the award winning supplier. The frames and lenses quoted must all be available within required lead times. Optical department employees must be aware of and correctly describe to the City employees all details regarding the City contract, as well as, abide by all specifications/requirements.

Currently, the City expects employees to reimburse the City for certain costs (these will be detailed to the successful Vendor). The successful Vendor shall invoice the City for the full amount, but note on the authorization form the amount payable by the employee. ***It will be the City's responsibility to collect any amounts due from the employee.***

4. In the event a City employee selects safety glasses which are more expensive than maximum City approved cost, the successful Vendor will invoice the City for the total amount and note the portion due from the employee on the Authorization Form to allow the City to collect this amount from the employee.
5. If new Titmus frames become available after the contract award, it is the Vendor's responsibility to make the City aware of the new frame style and its cost. The City will consider adding new styles as it is generally felt that employees are more inclined to wear safety glasses if they like the style.

Shopko

QUOTATION FORM  
CITY OF GRAND ISLAND, NEBRASKA

RETURN QUOTATION TO:

City Clerk, City of Grand Island, 100 East First Street, Grand Island, Nebraska, 68801

Or -

P.O. Box 1968, Grand Island, Nebraska, 68802-1968

Please fill in the following blanks with applicable pricing.

1. LENSES AS SPECIFIED:

	GLASS	PLASTIC	POLYCARBONATE
Plain Lens (no correction)	<u>27.88</u>	<u>19.88</u>	<u>22.88</u>
Single Vision	<u>27.88</u>	<u>19.88</u>	<u>22.88</u>
Bifocal (25mm - 28mm)	<u>47.88</u>	<u>32.88</u>	<u>38.88</u>
Trifocal	<u>59.88</u>	<u>44.88</u>	<u>53.88</u>
Progressive	<u>95.88</u>	<u>85.88-105.88</u>	<u>100.88-140.88</u>
Varilux	<u>145.88</u>	<u>135.88</u>	<u>170.88</u>

2. QUOTE THESE ADDITIONAL COSTS:

*OVERSIZE (54 or above)*

Single Vision (flat charge)	<u>NC</u>
Multifocal (flat charge)	<u>NC</u>
Plain (flat charge)	<u>NC</u>

*TINTING*

	Photogray	Transitions
Single Vision	<u>8.00</u>	<u>28.00</u>
Bifocal	<u>14.00</u>	<u>36.00</u>
Trifocal	<u>19.00</u>	<u>50.00</u>
Plain	<u>8.00</u>	<u>28.00</u>
Progressive	<u>20.00</u>	<u>49.00</u>

Shop 140

**SOLID COLOR TINT**

Single or Multifocal

4.00

7.00-glass multi focal

**SCRATCH COATING FOR PLASTIC LENSES**

Single

22.48

Bifocal

22.48

Trifocal

22.48

Plain

22.48

**ULTRA-VIOLET LIGHT PROTECTION**

Clear Plastic Lens

8.00

Clear Glass Lens

14.00

**3. FRAMES AS SPECIFIED (INCLUDES ADDITIONAL STYLES):**

City contract will include all or part of these frame styles. If a frame style has been discontinued, note N/A in the pricing blank. If you are aware of additional styles that are currently available, please add the style numbers and prices below.

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC4	NA		
PC8A	23.25		
PC8U	NA		
PC205	NA		
PC110	NA		
PC112	NA		
PC114	NA		
PC250	38.25		
PC250SW	38.25		
PC251	NA		
PC261	19.25		
PC262	NA		
PC263	NA		
PC264	19.25		
PC265	NA		
PC266	NA		
PC267	NA		

6.00-on all frames 7.00-on all frames

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC268	NA	6.00 on all frames	7.00 on all frames
PC269	NA		
PC280	19.25		
FC421	NA		
FC601A	16.25		
FC701	16.25		
FC702	NA		
FC703	16.25		
FC704	16.25		
FC705	16.25		
FC706	NA		
FC707	NA		
FC708	NA		
FC709	NA		
FC710	NA		
FC421Z	9.75		
TM6A	16.25		
TM6U S-6	16.25		
TM10	16.25		
TM10U 2-10	16.25		
SC900	NC		
SP83	NC		
SP83BF	NC		
CHALLENGER			
EX255A	42.25		
EX258	NA		
EX259	42.25		
EX272	42.25		
EX274	NA		
EXT1	64.25		
EXT2	64.25		
EXT4	64.25		
EXT5	NA		
EXT6	74.25		
EXT7	64.25		
EXT8	64.25		
EXT9	64.25		
EXT10	64.25		
EXTS1	NA		
EXTS2	NA		
EXTS3	NA		
BC101	16.25		
BC102	16.25		
BC103	NA		
BC104	16.25		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
BC107	NA	6.00 on all frames	7.00 on all frames
BC108	16.25		
BC109	16.25		
BC115	16.25		
TR301S	38.25		
TR302S	38.25		
TR303S	38.25		
TR304S	38.25		
TR305S	38.25		
TR306S	38.25		
TR307S	38.25		
TR308S	38.25		
TR309S	38.25		
TR310S	38.25		
SW01	42.25		
SW02	42.25		
SW03	42.25		
SW04	NA		
SW05	NA		
SW06	16.25		
MPD	16.25		
Xss1001	NA		
Xss1002	NA		
70F	NC		

Are glass cases included in the above pricing?

YES ☒ NO ☐

If NOT included, cost per case is: \$ \_\_\_\_\_

4. **WARRANTY/GUARANTEE:**

The City expects all components of the safety glasses to be guaranteed for one (1) year period relative to defects in materials and workmanship. Such defects will be repaired or replaced in a timely manner at no charge to the City.

Define any additional aspects of your guarantee/warranty policy:

1 year warranty on any breakages.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. **FRAME REPAIR COSTS:**

Advise costs for general frame repairs which are not warranty related:

Front: \$13.00 up to \$59.40

Temple: \$4.06 up to \$18.56

Nose Pad Replacement: Plastic \$ NC per pair; Silicone \$ NC per pair;

Other type (describe: \_\_\_\_\_) \$ \_\_\_\_\_ per pair.

6. **LEAD TIME:**

New safety glasses will be required in one week or less.

Quoted lead time is 7-10 days OR \_\_\_\_\_  
\_\_\_\_\_ If frame is in stock.

Repairs to safety glasses shall be in one week or less.

Quoted lead time is 7 days.

7. **HOURS OF OPERATION:**

List Optical Department hours:

Mon thru Fri - 9:00 am - 8 pm

Sat 9:00 am - 5 pm

Sun 11:00 am - 4 pm

8. **EXCEPTIONS:**

Any Vendor who has exceptions to any specifications and requirements listed in the documents must so state in the space provided below. It is the Vendor's responsibility to clearly outline any exceptions. Failure by Vendor to outline exceptions will require the successful Vendor to comply with the specifications and requirements.

Varilux lenses can take up to 2 weeks  
Glass lenses can also take longer due  
to breakages or chipping of the lens.

The undersigned Vendor, having examined the specifications and all other quote documents, and all addenda thereto, and being acquainted with and fully understanding all conditions relative to providing specified items, warrants that he/she has complete authority to submit this quotation and enter into a contract upon acceptance by the City.

COMPANY NAME Shopko Eyecare

ADDRESS 2208 N. Webb Road

TELEPHONE 308-382-7661 FAX 308-381-8401

BY (please print) Deb Golff TITLE Optical Manager

SIGNATURE: Deb Golff DATE 11/6/08

**THIS FORM MUST BE INCLUDED WITH YOUR QUOTE**

RESOLUTION 2008-348

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 November 20, 2008; and

WHEREAS, Shopko Eyecare 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 Shopko Eyecare Center of Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2009, 2010, and 2011 for the amounts set out in its quote is hereby approved as the best quote received.

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Adopted by the City Council of the City of Grand Island, Nebraska, December 16, 2008.

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Margaret Hornady, Mayor

Attest:

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RaNae Edwards, City Clerk

Approved as to Form	☐ _____
December 12, 2008	☐ City Attorney