



# City of Grand Island

Tuesday, December 20, 2011

Council Session

## Item G9

**#2011-368 - Approving Award of Safety Glass Contract for  
Utilities, Public Works, and Parks Employees for 2012 - 2014**

Staff Contact: Tim Luchsinger

# Council Agenda Memo

**From:** Timothy Luchsinger, Utilities Director  
John Collins, Public Works Director  
Steve Paustian, Parks Director  
Jason Eley, Asst. City Attorney/Purchasing

**Meeting:** December 20, 2011

**Subject:** Award of Safety Glass Contract for the Parks & Recreation, Public Works, and Utilities Departments for 2012 - 2013

**Item #'s:** G-9

**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 for safety glass services for the Utilities, Public Works, and Parks & Recreation Departments for 2012 and 2013. Quotes were accepted until 5:00 p.m. on Tuesday, November 22, 2011.

## Discussion

Documents were mailed to ten vendors, and advertised in the Grand Island Independent on November 4, 2011. Four quotes were returned by the deadline:

Shopko Eyecare Center, Grand Island, NE  
Eyecare Professionals/Grand Island Optical, Grand Island, NE  
Pearle Vision Center, Grand Island, NE  
Essilor Laboratories, Lincoln, NE

Quotes were reviewed by the Parks, Public Works, and Utilities Departments, and it was determined that Eyecare Professionals/Grand Island Optical, of Grand Island offered the

best overall pricing. Hours of services and quality of items were also a consideration in the determination.

Pearle Vision Center's prices were higher on both frames and other services. Shopko offered a very limited amount of frames, and did not offer the Titmus frames that were requested in the specifications. Essilor Laboratories did not have a site in Grand Island, which was a requirement in the specifications.

Eyecare Professionals/Grand Island Optical 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 Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska.

### **Sample Motion**

Move to approve the two year contract (2012 & 2013) for Safety Glasses to Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska.



Jason Eley, Purchasing Agent

*Working Together for a  
Better Tomorrow, Today*

**QUOTE REQUEST  
FOR  
SAFETY GLASSES AND SERVICE**

**RFP DUE DATE:** November 22, 2011 at 5:00 p.m.  
**DEPARTMENT:** Utilities, Public Works & Parks & Recreation  
**PUBLICATION DATE:** November 4, 2011  
**NO. POTENTIAL BIDDERS:** 10

**SUMMARY OF PROPOSALS RECEIVED**

**Shopko Eyecare Center**  
Grand Island, NE

**Eyecare Professionals/Grand Island Optical**  
Grand Island, NE

**Essilor Laboratories**  
Plymouth, MN

**Pearle Vision**  
Lincoln, NE

cc: Tim Luchsinger, Utilities Director  
Mary Lou Brown, City Administrator  
Jason Eley, Purchasing Agent

Pat Gericke, Utilities Admin. Assist.  
John Collins, Public Works Director  
Steve Paustian, Parks & Rec. Director

**P1521**

## Contract Agreement

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This AGREEMENT made and entered into by and between Eyecare Professionals/Grand Island Optical, 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 Eyecare Professionals/Grand Island 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 Eyecare Professionals/Grand Island Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Eyecare Professionals/Grand Island 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. Eyecare Professional/Grand Island Optical's quote signed and dated November 21, 2011.

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 Eyecare Professionals/Grand Island Optical 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 Eyecare Professionals/Grand Island Optical, such award being based on the acceptance by the City of Grand Island's quote;

ARTICLE III. That the City shall pay Eyecare Professionals/Grand Island Optical for the performance of the work embraced in this contract and Eyecare Professionals/Grand Island 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. Eyecare Professionals/Grand Island 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 Eyecare Professionals/Grand Island 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 Eyecare Professional/Grand Island 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, 2012**, and remain into effect until **December 31, 2013**.

ARTICLE VI. Eyecare Professionals/Grand Island Optical, 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, Eyecare Professionals/Grand Optical agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Eyecare Professionals/Grand Island Optical 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.

**EYECARE PROFESSIONALS/GRAND ISLAND 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.

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



SPECIFICATIONS  
FOR

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

January 1, 2012

thru

December 31, 2014

EYECARE PROFESSIONALS/  
GRAND ISLAND OPTICAL  
420 N. Diers Ave.  
Grand Island, NE 68803

Name of Company \_\_\_\_\_





ADVERTISEMENT FOR QUOTES  
FOR

**Safety Glasses and Service**

Utilities Department, Public Works, and Parks Department

Sealed quotes will be received at the **Office of the City Clerk, 100 East First Street, Grand Island, NE 68801, until 5:00 p.m. (Local Time), Tuesday, November 22, 2011,** for furnishing Safety Glasses and Service for the City of Grand Island Utilities, Public Works, and Parks Departments. Quotes received after the specified time will be returned unopened to sender.

Specifications are on file in the office of Utilities Administration. Quotes shall be submitted on forms that will be furnished by the City. An original and three copies of the document must be submitted.

The envelope must be clearly marked indicating its contents. Failure to submit the necessary qualifying information in a clearly marked envelope will result in your quote not being opened or considered.

Quotes will be evaluated by the purchaser based on comparison of unit prices and services. 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.

Vendors may not withdraw their quote for a period of 30 days after date of opening.

RaNae Edwards, City Clerk

Specifications  
2012 - 2014 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 Tuesday, November 22, 2011. Vendors must submit quotes on the attached forms.**

Quotes will be evaluated based on comparison of unit prices and services. There were approximately 125 pairs of safety glasses were purchased by the City of Grand Island during 2010, and 2011. 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, 2014.

**LENSES:**

All lenses must meet ANSI Z87 Standards and be 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. The Vendor must have an on-site location in the City of Grand Island to allow easy access for employees.

3. Price quotations from the successful Vendor are to be valid through December 31, 2014. The City intends to issue a contract for January 1, 2012 through December 31, 2014 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 the quote being rejection.
4. 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.
5. 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.***
6. If new frames that meet ANSI Z87 Standards become available ***after the contract award***, the Vendor's shall notify the City 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.
7. During the last contract, Hilco OnGuard and A2 Safety frames bearing the "Z87-2" mark were added to the acceptable list of frames. The list for this brand is also included in these specifications.
8. If you have any questions, you may contact Patricia (Pat) Gericke, Administrative Assistant for the Utilities Department at (308)385-5444, ext. 280., Monday – Friday from 8 a.m. to 5 p.m.

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
Single Vision	<u>52.50</u>	<u>19.00</u>	<u>25.00</u>
Bifocal	<u>67.50</u>	<u>29.00</u>	<u>52.50</u>
Trifocal	<u>82.50</u>	<u>39.00</u>	<u>67.50</u>
Progressive	<u>120.00</u>	<u>80.00</u>	<u>105.00</u>
Varilux	<u>138.00</u>	<u>102.00</u>	<u>138.00</u>

2. QUOTE THESE ADDITIONAL COSTS:

OVERSIZE (54 or above)

Single Vision (flat charge)	<u>5.00</u>
Multifocal (flat charge)	<u>5.00</u>
Plain (flat charge)	<u>5.00</u>

**TINTING**

	<u>Photogray</u>	<u>Transitions</u>
Single Vision	<u>30.00</u>	<u>60.00</u>
Bifocal	<u>38.00</u>	<u>60.00</u>
Trifocal	<u>45.00</u>	<u>69.00</u>
Progressive	<u>45.00</u>	<u>69.00</u>
Varilux	<u>45.00</u>	<u>69.00</u>

**SOLID COLOR TINT**

Single or Multifocal 8.00

**SCRATCH COATING FOR PLASTIC LENSES**

Single 15.00

Bifocal 15.00

Trifocal 15.00

**ULTRA-VIOLET LIGHT PROTECTION**

Clear Plastic Lens 13.00

Clear Glass Lens 13.00

**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
PC250	50.00	5.00	5.00
PC250SW	50.00		
PC261	44.00		
PC264	44.00		
PC265	42.00		
PC266	42.00		
PC267	44.00		
PC268	44.00		
PC269	42.00		
PC280	44.00		
FC601A	35.00		
FC701	N/A		
FC702	35.00		
FC703	35.00		
FC704	32.00		
FC705	32.00		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
FC706	35 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
FC707	35 <sup>00</sup>		
FC709	35 <sup>00</sup>		
FC421Z	32 <sup>00</sup>		
TM6A	32 <sup>00</sup>		
TM6U S-6	N/A		
TM10A	32 <sup>00</sup>		
TM10U 2-10	N/A		
SC900	22 <sup>00</sup>		
SP83	22 <sup>00</sup>		
SP83BF	23 <sup>00</sup>		
EX255A	57 <sup>00</sup>		
EX259	57 <sup>00</sup>		
EX272	57 <sup>00</sup>		
EXT1	N/A		
EXT2	80 <sup>00</sup>		
EXT4	80 <sup>00</sup>		
EXT5	80 <sup>00</sup>		
EXT6	94 <sup>00</sup>		
EXT7	80 <sup>00</sup>		
EXT8	80 <sup>00</sup>		
EXT9	80 <sup>00</sup>		
EXT10	80 <sup>00</sup>		
EXTS1	94 <sup>00</sup>		
EXTS2	94 <sup>00</sup>		
EXTS3	94 <sup>00</sup>		
BC101	37 <sup>00</sup>		
BC102	37 <sup>00</sup>		
BC104	37 <sup>00</sup>		
BC108	37 <sup>00</sup>		
BC109	37 <sup>00</sup>		
BC115	37 <sup>00</sup>		
TR301S	50 <sup>00</sup>		
TR302S	50 <sup>00</sup>		
TR303S	50 <sup>00</sup>		
TR304S	50 <sup>00</sup>		
TR305S	50 <sup>00</sup>		
TR306S	50 <sup>00</sup>		
TR307S	50 <sup>00</sup>		
TR308S	50 <sup>00</sup>		
TR309S	50 <sup>00</sup>		
TR310S	50 <sup>00</sup>		

TITMUS FRAME NO.	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
SW01	57 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
SW02	57 <sup>00</sup>	}	}
SW03	57 <sup>00</sup>		
SW06	34 <sup>00</sup>		
MPD	20 <sup>00</sup>		
70F	22 <sup>00</sup>		

List any additional Titmus styles below (attach a sheet if necessary):

Ex 275s	57 <sup>00</sup>	5 <sup>00</sup>	5 <sup>00</sup>
Ex 278s	57 <sup>00</sup>	}	}
Ex 279s	57 <sup>00</sup>		
TR 311s	50 <sup>00</sup>		
PC 8A	44 <sup>00</sup>		
Ex 11	94 <sup>00</sup> ✓		
EX 12	94 <sup>00</sup> ✓		
SW 04	57 <sup>00</sup>		
SW 08	57 <sup>00</sup>		
SW 06E	34 <sup>00</sup>		
SW 07	40 <sup>00</sup> ✓		
SC 2000	22 <sup>00</sup>		
SC 2000.5	22 <sup>00</sup>		
SC 901	23 <sup>00</sup>		
SC 910	27 <sup>00</sup>		
UVex Astro Rx 3003	24 <sup>00</sup>		
UVex xc-clear	22 <sup>00</sup>		
UVex xc-gray	23 <sup>00</sup>		
UVex xc-mirror	27 <sup>00</sup>		
UVex xc-carrier	32 <sup>00</sup>		

See attached list for Hudson Safety  
frame line.





## **Hudson Safety Frames**

\$5.00 on Detachable or Permanent Side Shields

(Design Guard)

DG 20.....\$48.00

DG 49.....\$54.00

DG 50.....\$54.00

DG 52.....\$54.00

DG 55.....\$54.00

DG 63.....\$54.00

DG 76.....\$60.00

DG 83.....\$60.00

DG 85.....\$60.00

DG 87.....\$60.00

DG 88.....\$54.00

DG 89.....\$54.00

DG 90.....\$54.00

DG 91.....\$54.00

(Value Line)

VL 1.....\$38.00

VL 2.....\$38.00

VL 3.....\$38.00

VL 4.....\$38.00

VL 5.....\$38.00

VL 6.....\$38.00

(Economy Line)

EL 1.....\$32.00

EL 2.....\$32.00

EL 3.....\$32.00

(Standard Line)

SL 1.....\$26.00

SL 2.....\$26.00

SL 3.....\$26.00

SL 920.....\$20.00

SL 921.....\$21.00

(Titanium Collection)

DG 78.....\$87.00

TI 1.....\$87.00

TI 2.....\$87.00

TI 3.....\$87.00

TI 4.....\$87.00

TI 5.....\$87.00



7. **HOURS OF OPERATION:**

List Optical Department hours:

\_\_\_\_\_  
Mon. - Tues. - Thurs. - Fri. 8:30-5:30  
\_\_\_\_\_  
Wed. - 8:30-7:00  
\_\_\_\_\_  
Sat. - 8:00-12:30  
\_\_\_\_\_

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.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 EYECARE PROFESSIONALS/

GRAND ISLAND OPTICAL

ADDRESS 420 N. Diers Ave.

Grand Island, NE 68803

TELEPHONE (308) 384-0220 FAX (308) 382-1650

BY (please print) Adriene Baxter TITLE Clinic Director

SIGNATURE: Adriene Baxter DATE 11-21-11

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

RESOLUTION 2011-368

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 22, 2011; and

WHEREAS, Eyecare Professionals/Grand Island Optical, 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 Eyecare Professionals/Grand Island Optical, of Grand Island, Nebraska, for safety glasses and service for the Utilities, Public Works and Parks and Recreation Departments for the years 2012 and 2013 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 20, 2011.

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Jaye Vavricek, Mayor

Attest:

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RaNae Edwards, City Clerk