

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 October 9, 2015.

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, 2016**, and remain into effect until **December 31, 2017**.

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 Thomas Conrad Date 11-9-15

Title: President

CITY OF GRAND ISLAND, NEBRASKA

By Jeremy L. Jensen Date 11/13/2015
Jeremy L. Jensen, Mayor

Attest: RaNae Edwards
RaNae Edwards, City Clerk

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

Joey R. Dinkhof Date 11/16/15
Attorney for the City

CITY OF
GRAND ISLAND

SPECIFICATIONS
FOR

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

January 1, 2016

thru

December 31, 2017

Name of Company HEARTLAND OPTICAL

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</u>	<u>16</u>	<u>21</u>
Bifocal	<u>67</u>	<u>26</u>	<u>37</u>
Trifocal	<u>82</u>	<u>32</u>	<u>45</u>
Progressive	<u>120</u>	<u>75</u>	<u>75</u>
Varilux	<u>138</u>	<u>105</u>	<u>105</u>

2. QUOTE THESE ADDITIONAL COSTS:

OVERSIZE (54 or above)

Single Vision (flat charge)	<u>0</u>
Multifocal (flat charge)	<u>0</u>
Plain (flat charge)	<u>0</u>

TINTING

	<u>Photogray</u>	<u>Transitions</u>
Single Vision	<u>52</u>	<u>52</u>
Bifocal	<u>52</u>	<u>52</u>
Trifocal	<u>52</u>	<u>52</u>
Progressive	<u>52</u>	<u>52</u>
Varilux	<u>52</u>	<u>52</u>

SOLID COLOR TINT

Single or Multifocal 7

SCRATCH COATING FOR PLASTIC LENSES

Single 0

Bifocal 0

Trifocal 0

ULTRA-VIOLET LIGHT PROTECTION

Clear Plastic Lens 0

Clear Glass Lens 0

3. Based on the selection of frames chosen from the past contract period, please provide pricing for the following frames:

Brand & Frame Number	Complete Frame Cost	Additional Cost for Side Shields - Detachable	Additional Cost for Side Shields - Permanent
TITMUS			
EXT9	99	3	5
FC706	30	3	5
SW04	69	3	5
HUDSON			
DG92	57	3	5
DG93	57	3	5
DG94	57	3	5
DG95	57	3	5
DG96	57	3	5
DGXL1	57	3	5
DGXL2	57	3	5
SR9	75	3	5
TH-7	78	3	5
TH-9	78	3	5
TI-1	109	3	5
VL-1	35	3	5
VL-2	35	3	5
VL-7	45	3	5
VL-8	45	3	5

HILCO			
OG 16	46	3	5
OG 85	18	3	5
OG 92	29	3	5
OG 95	29	3	5
OG 109	115	3	5
OG 113	44	3	5
OG 116	62 *see below	3	5
OG 151	63	3	5
OG 220s	38	3	5
ArmouRX			
ARX 6000	DISCONTINUED	3	5
ARX 6001	30	3	5
ARX 7001	42	3	5
ARX 7003	42	3	5
ARX 7005	42*	3	5
ARX 7006	42*	3	5
ARX 7012	42*	3	5
ARX 7013	42*	3	5
ARX 7014	42*	3	5
HUDSON → T4	109	3	5

4. FRAMES AS SPECIFIED (INCLUDES ADDITIONAL STYLES):

The 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 FRAMES:

FRAME #	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
PC250	51	3	5
PC250SW	51	3	5
PC261	45	3	5
PC264	45	3	5
PC266	45	3	5
PC267	45	3	5
PC268	45	3	5
PC269	45	3	5
PC280	45	3	5
FC601A	30	3	5
FC601U	30	3	5
FC703	30	3	5
FC704	30	3	5

* style PHASED OUT / STOCK still available

FRAME #	COMPLETE FRAME COST	ADDITIONAL COST FOR SIDE SHIELDS - DETACHABLE	ADDITIONAL COST FOR SIDE SHIELDS - PERMANENT
FC705	30	3	5
FC707	30	3	5
FC709	30	3	5
TM10	30	3	5
TM10U 2-10	30	3	5
SC900	17	3	5
SP83	16	3	5
SP83BF	21	3	5
EX259	N/A	3	5
EX275	69	3	5
EX281S	67	3	5
EXT2	99	3	5
EXT4	99	3	5
EXT5	99	3	5
EXT6	106	3	5
EXT8	99	3	5
EXT10	99	3	5
EXT11	106	3	5
EXT12	106	3	5
EXT13	106	3	5
EXT14	106	3	5
EXTS1	102	3	5
EXTS2	102	3	5
EXTS3	N/A	3	5
BC101	33	3	5
BC102	33	3	5
BC104	33	3	5
BC109	33	3	5
BC115	33	3	5
TR301S	52	3	5
TR302S	52	3	5
TR303S	52	3	5
TR304S	52	3	5
TR305S	52	3	5
TR306S	52	3	5
TR307S	52	3	5
TR308S	52	3	5
TR309S	54	3	5
TR310S	54	3	5
TR311S	54	3	5
TR312S	54	3	5
SW02	65	3	5
SW03	65	3	5
SW04	69	3	5

Heartland Optical

Titmus Safety Frame Price List

Titmus Titanium Collection

EXT 2	\$99
EXT 4	\$99
EXT 5	\$99
EXT 6	\$106
EXT 8	\$99
EXT 9	\$99
EXT 10	\$99
EXT 11	\$106
EXT 12	\$106
EXT 13	\$106
EXT 14	\$106
EXTS 1	\$102
EXTS 2	\$102

Snakewear Collection

SW 02	\$65
SW 03	\$65
SW 04	\$69
SW 06	\$34
SW 06E	\$34
SW 07	\$43
SW 08	\$69
SW 09	\$34
SW 10	\$40

Exclusive Collection

EX 275	\$69
EX 281S	\$67
HP 01	\$66
HP 02	\$66

Trendsetters

301S	\$52
302S	\$52
303S	\$52
304S	\$52
305S	\$52
306S	\$52
307S	\$52
308S	\$52
309S	\$54
310S	\$54
311S	\$54
312S	\$54

S=Stainless Steel

Premiere Collection

PC 250/250SW	\$51
PC 266	\$45
PC 269	\$45
PC 261	\$45
PC 264	\$45
PC 267	\$45
PC 268	\$45
PC 280	\$45

Fashiongarde Collection

FC 601/601U	\$30
FC 703	\$30
FC 706	\$30
FC 707	\$30
FC 709	\$30
TM 10	\$30
FC 704	\$30
FC 705	\$30

Standard Collection

UVEX ASTRO 3003	\$25
SC 900	\$17
SP 83	\$16
SP 83BF	\$21
70 F	\$17
SC 915	\$29
SC 901	\$19
SC 910	\$26
SC 915	\$29

Basic Collection

BC 101	\$33
BC 102	\$33
BC 104	\$33
BC 109	\$33
BC 115	\$33
BC 116	\$33

Hilco Frames:

Frame No.	Complete Frame Cost	Additional Cost for Side Shields Detachable	Additional Cost for Side Shields Permanent
OG-10	N/A	3	5
OG-16	46	3	5
OG-16P	46	0	0
OG-17	N/A	3	5
OG-18	42*	3	5
OG-19	46	3	5
OG-20	N/A	1	1
OG-30	N/A	1	1
OG-31	N/A	1	1
OG-31C	N/A	1	1
OG-32	N/A	1	1
OG-34	N/A	1	1
OG-34S	N/A	1	1
OG-35	N/A	1	1
OG-36	N/A	1	1
OG-42	N/A	1	1
OG-43	23	3	5
OG-43S	20*	0	0
OG-45	42*	3	5
OG-45NP	46*	0	0
OG-53	N/A	1	1
OG-54	N/A	1	1
OG-56	50	3	5
OG-58	N/A	1	1
OG-60	113	3	5
OG-65	50	3	5
OG-65S	N/A	1	1
OG-69	N/A	1	1
OG-70	29	3	5
OG-71	19	3	5
OG-72	N/A	1	1
OG-76	115	3	5
OG-77	115	3	5
OG-78	35	3	5
OG-79	19	3	5
OG-79S	20	0	0
OG-80	46	3	5
OG-81	46	3	5
OG-82	N/A	1	1
OG-83	N/A	1	1
OG-84	N/A	1	1
OG-86	50	3	5

Hilco Frames, continued

Frame No.	Complete Frame Cost	Additional Cost for Side Shields Detachable	Additional Cost for Side Shields Permanent
OG-87	N/A	1	1
OG-88	76	3	5
OG-90	46	3	5
OG-91	29	3	5
OG-93	19	3	5
OG-94	29	3	5
OG-96	76	3	5
OG-97	N/A	1	1
OG-98	110*	3	5
OG-99	115	3	5
OG-100	N/A	1	1
OG-101	46	3	5
OG-102	46	3	5
OG-103	46	3	5
OG-104	30	3	5
OG-105	30	3	5
OG-106	N/A	1	1
OG-106S	N/A	1	1
OG-108	61	3	5
OG-110	115	3	5
OG-111	109*	3	5
OG-112	44	3	5
OG-114	44	3	5
OG-115	61	3	5
OG-122	79	3	5
OG-123	N/A	1	1
OG-124	113	3	5
OG-125	63	3	5
OG-126	N/A	1	1
OG-128	N/A	1	1
OG-130A	76	3	5
OG-130SA	80	0	0
OG-130SU	N/A	1	1
OG-130U	N/A	1	1
OG-132	N/A	1	1
OG-133	50	3	5
OG-135	61	3	5
OG-137S	N/A	1	1
OG-138	63	3	5
OG-140	115	3	5
OG-141	115	3	5
OG-142	109*	3	5
OG-143	63	3	5



On-Guard Safety Frame Price List

Frame	Complete	Frame	Complete	Frame	Complete	Frame	Complete
16	\$46.00	93	\$19.00	130S	\$80.00	321	\$61.00
16C	\$50.00	94	\$29.00	133	\$50.00	322	\$60.00
19	\$46.00	95	\$29.00	135	\$61.00	400	\$63.00
43	\$23.00	96	\$76.00	138	\$63.00	401	\$63.00
56	\$50.00	99	\$115.00	140	\$115.00	402	\$63.00
60	\$113.00	101	\$46.00	141	\$115.00	403	\$63.00
65	\$50.00	102	\$46.00	143	\$63.00	404	\$63.00
68S	\$23.00	103	\$46.00	144	\$63.00	450	\$63.00
70	\$29.00	104	\$30.00	145	\$63.00	451	\$63.00
71	\$19.00	105	\$30.00	151	\$63.00	452	\$63.00
76	\$115.00	108	\$61.00	210S	\$40.00	453	\$63.00
77	\$115.00	109	\$115.00	220S	\$38.00	500	\$71.00
78	\$35.00	110	\$115.00	230S	\$48.00	502	\$71.00
80	\$46.00	112	\$44.00	240S	\$50.00	503	\$71.00
81	\$46.00	113	\$44.00	250S	\$28.00	505	\$63.00
85	\$18.00	114	\$44.00	309	\$63.00	508	\$63.00
86	\$50.00	115	\$61.00	309NP	\$65.00	610	\$88.00
88	\$76.00	122	\$79.00	310	\$61.00	611	\$88.00
90	\$46.00	124	\$113.00	310NP	\$65.00	612	\$88.00
91	\$29.00	125	\$63.00	314	\$61.00	613	\$88.00
92	\$29.00	130	\$76.00	317	\$61.00	700	\$119.00
						709FT	\$124.00

HUDSON Safety Frames:

Frame No.	Complete Frame Cost	Additional Cost for Side Shields Detachable	Additional Cost for Side Shields Permanent
DG 83	65	3	5
DG 85	65	3	5
DG 87	65	3	5
DG 88	57	3	5
DG 89	57	3	5
DG 90	57	3	5
DG 91	57	3	5
DG 97	57	3	5
DG 98	57	3	5
DGXL-3	57	3	5
EL-1	27	3	5
EL-2	27	3	5
EL-3	27	3	5
FG-1	75	3	5
FG-2	75	3	5
FG-11	75	3	5
FG-12	75	3	5
HD-61	61	3	5
HD-62	61	3	5
HD-63	61	3	5
HD-81	61	3	5
HD-82	61	3	5
SL 1	20	3	5
SL 2	20	3	5
SL 3	20	3	5
SL 920	11	3	5
SL 921	12	3	5
SR-1	75	3	5
SR-2	75	3	5
SR-3	75	3	5
SR-4	75	3	5
SR-5	75	3	5
SR-6	75	3	5
SR-7	75	3	5
SR-8	75	3	5
SR-10	75	3	5
SR-11	75	3	5
SR-12	75	3	5
SR-13	75	3	5
ST-1	60	3	5
ST-2	60	3	5
ST-3	60	3	5
ST-4	60	3	5

Hudson Safety Frame Price List

Frame	Complete
Titanium Series	
Ti-1	\$109.00
Ti-2	\$109.00
Ti-3	\$109.00
Ti-4	\$109.00
Ti-5	\$109.00

Frame	Complete
Slim - Rims Series	
SR-1	\$75.00
SR-2	\$75.00
SR-3	\$75.00
SR-4	\$75.00
SR-5	\$75.00
SR-6	\$75.00
SR-7	\$75.00
SR-8	\$75.00
SR-9	\$75.00
SR-10	\$75.00
SR-11	\$75.00
SR-12	\$75.00
SR-13	\$75.00

Frame	Complete
Thin - Rims Series	
TH-1	\$75.00
TH-2	\$75.00
TH-3	\$75.00
TH-4	\$75.00
TH-5	\$78.00
TH-6	\$78.00
TH-7	\$78.00
TH-8	\$78.00
TH-9	\$78.00
TH-10	\$78.00
TH-11	\$78.00
TH-12	\$78.00
TH-13	\$73.00
THXL-8	\$73.00

Frame	Complete
Stainless Steel Series	
ST-1	\$60.00
ST-2	\$60.00
ST-3	\$60.00
ST-4	\$60.00

Frame	Complete
Flip n'Grip Series	
FG-1	\$75.00
FG-2	\$75.00
FG-11	\$75.00
FG-12	\$75.00

Frame	Complete
H1 (Non-Conductive)	
H1/Black-Orange	\$28.00
H1/Clear	\$30.00
H2/Black-Orange	\$33.00
H6P	\$30.00

Frame	Complete
Hi-Def Collection	
HD-61	\$61.00
HD-62	\$61.00
HD-63	\$61.00
HD-81	\$61.00
HD-82	\$61.00

Frame	Complete
DesignGard Series	
DG-83	\$65.00
DG-85	\$65.00
DG-87	\$65.00
DG-88	\$57.00
DG-89	\$57.00
DG-90	\$57.00
DG-91	\$57.00
DG-92	\$57.00
DG-93	\$57.00
DG-94	\$57.00
DG-95	\$57.00
DG-96	\$57.00
DG-97	\$57.00
DG-98	\$57.00
DG-99	\$50.00
DG-100	\$50.00
DGXL-1	\$57.00
DGXL-2	\$57.00
DGXL-3	\$57.00
DGXL-4	\$50.00
DGXL-5	\$50.00
DGXL-6	\$57.00
DGXL-9	\$50.00

Frame	Complete
ValueLine Series	
VL-1	\$35.00
VL-2	\$35.00
VL-3	\$35.00
VL-4	\$37.00
VL-5	\$37.00
VL-6	\$37.00
VL-7	\$45.00
VL-8	\$45.00

Frame	Complete
Economyline Series	
EL-1	\$27.00
EL-2	\$27.00
EL-3	\$27.00
EL-4	\$27.00
EL-5	\$27.00

Frame	Complete
Standardline Series	
STAND - 1	\$20.00
STAND - 2	\$20.00
STAND - 3	\$20.00
STAND - 4	\$20.00
STAND - 5	\$20.00
STAND - 6	\$20.00
STAND - 920	\$11.00
STAND - 921	\$12.00

armouRx Frames:

Frame No.	Complete Frame Cost	Additional Cost for Side Shields Detachable	Additional Cost for Side Shields Permanent
7000	42	3	5
7001	42	3	5
7002	42	3	5
7004	42	3	5
7008	42	3	5
7009	42	3	5
7010	42	3	5
7011	42	3	5
7015	42	3	5
7016	42	3	5
7017	42	3	5
7018	42	3	5
7007	38	3	5

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

See ATTACHED PRICE LIST

Are glass cases included in the above pricing? YES _____ NO X

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

5. 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:

armouRx

Wrap-Rx Collection

6001	\$30
6002	\$35
6005	\$30
6006	\$30
6008	\$30
6009	\$40
dust bar	\$5
cushion	\$5

Metro Collection

7000	\$42
7001	\$42
7002	\$42
7003	\$42
7004	\$42
7008	\$42
7009	\$42
7010	\$42
7011	\$42
7015	\$42
7016	\$42
7017	\$42
7018	\$42
7105	\$47
7106	\$47

Classic Collection

7007	\$38
7007	\$38
7007	\$38
7400	\$39
7401	\$39
7402	\$39

Basic Collection

5000	\$25
7012	\$19
7013	\$19
7014	\$19
7700	\$25
7701	\$25
7702	\$25

Titanium Collection

8000	\$92
8001	\$92
8002	\$92

6. **FRAME REPAIR COSTS:**

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

Front: SAFETY FRAMES ARE
Temple: ONLY AVAILABLE COMPLETE (Front & temples together)

Nose Pad Replacement: Plastic \$ 0 per pair; Silicone \$ 0 per pair;

Other type (describe: SOLID BRIDGE) \$ 5 per pair.

7. **LEAD TIME:**

New safety glasses will be required in two weeks or less.

Quoted lead time is 10 DAYS OR
5 DAYS if frame is in stock.

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

Quoted lead time is 5 DAYS.

8. **HOURS OF OPERATION:**

List Optical Department hours:

9-6 M-F
9-3 SAT
1437 N WEBB RD
PEARL VISION

9. 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 HEARTLAND OPTICAL

ADDRESS 1012 N 27th ST LINCOLN NE 68503

TELEPHONE 402 476 3311 FAX 402 476 0157

BY (please print) CASEY CONRAD TITLE CEO

SIGNATURE:  DATE 10.9.15

email _____

THIS FORM MUST BE INCLUDED WITH YOUR QUOTE