Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	PRINT DATE
1 of 2	11/6/2025
BUSINESS UNIT	BUYER
27227020	OLGA DIONICIO GINCHO (NDOT)

CONTRACT NUMBER
15835 CC

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

THE CONTRACT PERIOD IS:

NOVEMBER 01, 2025 THROUGH OCTOBER 31, 2026

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR PERSONAL PROPERTY AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Minnesota Contract MA# 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska.

Payment Terms: Net 30

(For State Agencies ? Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay cost of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File ? This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-4839332

Hoya Representative Contacts:
Vendor: Gary Keen
Email: gary.keen@hoya.com
Vendor: Matthew Yvon

Signed by:
Rita Kucera
97519D62FFCF460...
NDOT SIGNATURE

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	PRINT DATE
2 of 2	11/6/2025
BUSINESS UNIT	BUYER
27227020	OLGA DIONICIO GINCHO (NDOT)
VENDOR NUMBER: 2647194	

CONTRACT NUMBER
15835 CC

Email: matthew.yvon@hoya.com
Vendor: Tiffany Atkins
Email: tiffany.atkins@hoya.com

Customer Excellence Center
Phone: 800-982-2828
Email: srxcsr@hoya.com

Agency Point of Contact:
Name: Olga Dionicio Gincho
Phone: 402-479-5770
E-Mail: olga.dionicio gincho@nebraska.gov
E-Mail CC: ndot.procurementsourcing@nebraska.gov

Amendment one (1) per State of Minnesota MA#224013 Amendment two (2) as attached. (BT 01/23/24) Amendment two (2) per State of Minnesota MA#224013 as attached. (04/22/24 BT) Amendment three (3) per State of Minnesota MA#224013 as attached. (VC 10/23/24) Amendment four (4) as attached.(bms 9-5-25) Amendment five (5) as attached.(SF 11-06-25)

Line	Description	Quantity	Unit of Measure	Unit Price	ESTIMATED Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES	100,000.0000	$	1.0000	100,000.00
	Total Order				**100,000.00**

Initial
RK
INITIALS

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

AMENDMENT FIVE
Contract Number: 15835 CC

PRESCRIPTION SAFETY GLASSES

Between
The State of Nebraska
Department of Transportation
And
Scientific Sales, Inc.

MASTER AGREEMENT
MA # 224013
Administered by Minnesota

THIS AMENDMENT is entered into by and between the State of Nebraska Department of Transportation ("State/Entity/NDOT") and Scientific Sales, Inc. ("Vendor").

WHEREAS, the State of Nebraska Department of Transportation has a contract with the Vendor identified as 15835 OC for use by state agencies and other entities.

WHEREAS, the terms of the Contract specifically state that the contract may be amended when mutually agreeable to the State of Nebraska Department of Transportation and the Vendor.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The above-named contract expires October 31, 2025.

2. The contract end date, wherever such reference appears in the contract, shall be changed from October 31, 2025 to October 31, 2026.

3. The vendor prices, terms, and conditions remain unchanged except as referenced in Amendment 6, Exhibit D Federal Tariff Surcharges per State of Minnesota Master Agreement 224013.

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the "Effective Date").

State of Nebraska Department of Transportation

Signed by:
By: Rita Kucera
97519D62FFCF460...

Name: Rita Kucera

Title: NDOT Materiel Administrator

Date: 11-06-2025

Scientific Sales, Inc.

By:

Name: David M. Johnson

Title: Customer Service

Date: 11/05/2025

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

Office of State Procurement
112 Administration Building
50 Sherburne Avenue
St. Paul, MN 55155
Voice: 651.296.2600
Fax: 651.297.3996

10/1/2025

Wendi Arnold
Scientific Sales, Inc.
130 Valley Court
Oak Ridge, TN 37830

Dear Wendi Arnold

The following document are enclosed for you to complete and return:

- Amendment No. 06 to SWIFT Contract No. 224013, Release No. G-173(5)

Please sign and return **the** documents, **VIA EMAIL**, to **Paul Thomas** at the following email address paul.thomas@state.mn.us by **October 31, 2025**

If the Amendment is not properly executed, it will be returned to you. Upon receipt of the properly executed document, and after signatures are obtained from the appropriate State authorities, a copy of the completed Amendment will be sent to your company.

If you have any questions, please feel free to contact me.

Sincerely,

Paul Thomas
AMS
Enclosure

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

AMENDMENT NO. 06 TO CONTRACT NO. 224013, RELEASE NO. G-173(5)

THIS AMENDMENT is by and between the State of Minnesota, acting through its Commissioner of Administration ("State"), and Scientific Sales, Inc., 130 Valley Court, Oak Ridge, TN 37830 ("Contractor").

WHEREAS, the State has a Contract with the Contractor identified as Contract No. 224013, February 14, 2023, through October 31, 2025 ("Contract"), to provide Prescription Safety Glasses and Services; and

WHEREAS, Minn. Stat. § 16C.03, subd. 5, affords the Commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

WHEREAS, the terms of the Contract allow the State to amend the Contract as specified herein, upon the mutual agreement of the Office of State Procurement and the Contractor in a fully executed amendment to the Contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

1. That Contract No. 224013 is extended through October 31st, 2026.

2. Exhibit D: Price Schedule is hereby amended to add the following:

   7. Federal Tariff Surcharges: An up to $5.00 tariff surcharge pass-through mark-up will be allowed per invoice on future orders for prescription safety glasses as defined within the Exhibit D: Price Schedule. The Contractor must identify the applicable tariff surcharge as a separate line item on both the quote (if applicable) and invoice. Additionally, the Contractor must submit third-party documentation from the OEM in writing to the Ordering Entity that shows a clear correlation between the surcharge amount and the provided third-party documentation. Before processing any Contract order, the Contractor is required to receive confirmation in writing from the ordering entity that they accept the tariff surcharge amount.

   If a tariff surcharge is lessened or removed at any time, the Contractor must contact the State's Authorized Representative or delegate and the Ordering Entity in writing and the tariff surcharge is to be removed immediately from any applicable pending or future orders.

3. All other prices, terms, and conditions remain unchanged.

This Amendment is effective beginning October 1, 2025, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect through contract expiration, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

IN WITNESS WHEREOF, the parties have caused this Amendment to be duly executed intending to be bound thereby.

1. SCIENTIFIC SALES, INC.
The Contractor certifies that the appropriate person(s) have executed this Amendment on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Signed by: _____
Signature

Wendi Arnold
Printed Name

Title: Vice President

Date: 10/21/2025

By: _____
Signature

_____
Printed Name

Title: _____

Date: _____

2. OFFICE OF STATE PROCUREMENT
In accordance with Minn. Stat. § 16C.03, subd. 3.

By: Signed by: Paul Thomas

Title: Acquisition Management Specialist / Buyer

Date: 10/21/2025

3. COMMISSIONER OF ADMINISTRATION
Or delegated representative.

By: DocuSigned by: Dustin Burns

Date: 10/21/2025

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	PRINT DATE
1 of 2	9/05/2025
BUSINESS UNIT	BUYER
9000	OLGA DIONICIO GINCHO (NDOT)

CONTRACT NUMBER
15835 CC

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

THE CONTRACT PERIOD IS:

APRIL 24, 2023 THROUGH OCTOBER 31, 2025

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE PERSONAL PROPERTY AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR PERSONAL PROPERTY AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 15835 OC

Awarded from Minnesota Contract MA# 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska.

Payment Terms: Net 30

(For State Agencies Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay cost of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-4839332

Hoya Representative Contacts:
Vendor: Gary Keen

DS

DocuSigned by:
D5D6C05236ED406...

9/19/2025

MATERIEL ADMINISTRATOR

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	PRINT DATE
2 of 2	9/05/2025
BUSINESS UNIT	BUYER
9000	OLGA DIONICIO GINCHO (NDOT)
VENDOR NUMBER: 2647194	

CONTRACT NUMBER
15835 CC

Email: gary.keen@hoya.com
Vendor: Matthew Yvon
Email: matthew.yvon@hoya.com
Vendor: Tiffany Atkins
Email: tiffany.atkins@hoya.com

Customer Excellence Center
Phone: 800-982-2828
Email: srxcsr@hoya.com

Agency Point of Contact:
Name: Olga Dionicio Gincho
Phone: 402-479-5770
E-Mail: olga.dionicio gincho@nebraska.gov
E-Mail CC: ndot.procurementsourcing@nebraska.gov

Amendment one (1) per State of Minnesota MA#224013 Amendment two (2) as attached. (BT 01/23/24)
Amendment two (2) per State of Minnesota MA#224013 as attached. (04/22/24 BT)
Amendment three (3) per State of Minnesota MA#224013 as attached. (VC 10/23/24)
Amendment four (4) as attached.(bms 9-5-25)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES	100,000.0000	$	1.0000	100,000.00
	Total Order				**100,000.00**

DS
INITIALS

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

AMENDMENT FOUR
Contract Number: 15835 OC

PRESCRIPTION SAFETY GLASSES

Between
The State of Nebraska
And
Scientific Sales, Inc.

MASTER AGREEMENT
MA # 224013
Administered by Minnesota

THIS AMENDMENT is entered into by and between the State of Nebraska ("State/Entity") and Scientific Sales, Inc. ("Vendor").

WHEREAS, the State of Nebraska has a contract with the Vendor identified as 15835 OC for use by state agencies and other entities.

WHEREAS, the terms of the Contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

WHEREAS, this Amendment and any attachments hereto will become part of the Contract. Except as set forth in this Amendment, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Contract or any earlier amendment, the terms of this Amendment will prevail.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The contract number 15835 OC will hereby be updated wherever referenced to 15835 CC

2. The administration of the Contract will hereby be transferred from The State of Nebraska ("State/Entity") to The State of Nebraska Department of Transportation ("State/Entity/NDOT")

3. The Buyer listed on the Contract will be updated to Olga Dionicio Gincho and the Agency Point of Contact Information is hereby added as follows:

   Name: Olga Dionicio Gincho
   Phone: 402-479-5770
   E-Mail: olga.dionicio gincho@nebraska.gov
   E-Mail CC: ndot.procurementsourcing@nebraska.gov

IN WITNESS WHEREOF, this amendment is entered into as of the last signature date below (the "Effective Date").

State of Nebraska

By: DocuSigned by: D5D6C0E236ED496...

Name: Michelle Potts

Title: Materiel Administrator

Date: 9/19/2025

Scientific Sales, Inc.

By: Signed by: David M. Johnson F48724678EDE4AB...

Name: David M. Johnson

Title: Customer Service

Date: 9/5/2025

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	10/23/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

CONTRACT NUMBER
15835 OC

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

THE CONTRACT PERIOD IS:

APRIL 24, 2023 THROUGH OCTOBER 31, 2025

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Minnesota Contract MA# 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska.

Payment Terms: Net 30

(For State Agencies - Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay cost of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File - This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-4839332

Hoya Representative Contacts:
Vendor: Gary Keen
Email: gary.keen@hoya.com
Vendor: Matthew Yvon
Email: matthew.yvon@hoya.com
Vendor: Tiffany Atkins
Email: tiffany.atkins@hoya.com

DS RT 10/30/2024
BUYER

DocuSigned by: Vicki Collins 10/30/2024
4106A24A8E8446D...

DocuSigned by: 10/31/2024
D5D6C0E236E0496...
MATERIEL ADMINISTRATOR

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 of 2	10/23/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

VENDOR NUMBER: 2647194

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15835 OC

Customer Excellence Center
Phone: 800-982-2828
Email: srxcsr@hoya.com

Amendment three (3) per State of Minnesota MA#224013 as attached. (VC 10/23/24)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES	100,000.0000	$	1.0000

DS

BUYER INITIALS

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

AMENDMENT THREE
Contract Number: 15835 OC

PRESCRIPTION SAFETY GLASSES

Between
The State of Nebraska
And
Scientific Sales INC

MASTER AGREEMENT
Master Agreement Number: 224013

Administered by State of Minnesota

THIS AMENDMENT is entered into by and between the State of Nebraska and Scientific Sales INC ("Vendor").

WHEREAS, the State of Nebraska has a contract with the Vendor identified as 15835 OC for use by state agencies and other entities.

WHEREAS, the terms of the contract specifically state that the contract may be amended when mutually agreeable to the Vendor and the State of Nebraska.

NOW, THEREFORE, it is agreed by the parties to amend the contract as follows:

1. The above-named contract expires October 31, 2024.

2. The contract end date, wherever such reference appears in the contract, shall be changed from October 31, 2024 to October 31, 2025 as per State of Minnesota Master Agreement 224013.

3. The vendor price list is updated as attached to reflect the pricing changes as per State of Minnesota Master Agreement 224013.

IN WITNESS WHEREOF, the parties have executed this amendment as of the date of execution by the party below.

State of Nebraska	Scientific Sales INC
By: DocuSigned by: [signature] D5D6C0E236ED496...	By: [signature]
Name: Michelle Potts	Name: David M. Johnson
Title: DAS Materiel Administrator	Title: Customer Service
Date: 10/31/2024	Date: 10/30/2024

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: G-173(5)

DATE: OCTOBER 21, 2024

PRODUCT/SERVICE: GLASSES: SAFETY PRESCRIPTION

CONTRACT PERIOD: FEBRUARY 14, 2023, THROUGH OCTOBER 31, 2025

EXTENSION OPTIONS: 27 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

PHONE: 651.201.2462 **E-MAIL:** paul.thomas@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
SCIENTIFIC SALES, INC.	224013	**NET 30**	**10-14 BUSINESS DAYS ARO**

130 VALLEY CT
OAK RIDGE, TN 37830

VENDOR NO: 0000991955-001

DAVID JOHNSON
OFFICE: 800.229.7252 | **FAX:** 865.483.0241 | **EMAIL:** djohnson@scisale.com or optical@scisale.com

---

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State Agencies
- ☒ Cooperative Purchasing Venture (CPV) Members

STATE AGENCY CONTRACT USE. This Contract must be used by State Agencies unless a specific exception is granted in writing by the AMS/Buyer listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State Agencies should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

SafeVision
BY HOYA

Phone: 800 982 2828
CORPORATE: 397 TX-121, Lewisville, TX 75057
LABORATORY: 7000 Sunwood Dr. NW, Ramsey, MN 55303
Fax: 800 945 2828

PRESCRIPTION SAFETY EYEWEAR PRICING

SCIENTIFIC SALES STATE OF MN

VISUAL SOLUTIONS

Single Vision Design	Bifocal & Trifocal Designs	Ergonomic Workstation Design
$60.50	$69.50	$124.00

SafeVision-1 Basic No-Line Progressive	SafeVision-2 Enhanced No-Line Progressive	SafeVision-3 Maximum No-Line Progressive
$104.00	$129.00	$144.00

Base Price Includes: Polycarbonate Lens Material (High impact, lightweight, scratch & chemical resistant)
Case - Limited Warranty - All Prescriptions & Sizes - Shipping - Dispensing

WORKPLACE ENHANCEMENTS

Clear Away Easy Clean with Anti-Fog Smudge Resistant Front Coating & Anti-Fog Back Coating	$30.00	**Recharge** *Superior* Anti-Reflective Coating with Scratch, Dust, Smudge & Water Resistance + Blue Light Filtration	$67.00
Anti-Fog Anti-Fog Front & Back Coating	$25.00	**Super Hi-Vision EX3** *Enhanced* Anti-Reflective Coating with Scratch, Dust, Smudge & Water Resistance	$60.00
Clear Away Easy Clean Smudge Resistant Coating	$25.00	**Hi-Vision** *Basic* Anti-Reflective Coating with Scratch & Smudge Resistance	$32.45
Clarity Shield Scratch Resistant Coating	$30.00	**Anti-Reflection with Anti-Fog** Anti-Reflective Front Coating & Anti-Fog Back Coating	$57.45

SUNGLASS OPTIONS

Variable Tint (Indoor-Outdoor Technology)	$73.20	**Polarized**	$59.10
Tinted (Gray / Green / Brown)	$0.00	**Mirrors** (Silver / Blue / Gold)	$55.00

ADDITIONAL OPTIONS

Phoenix upgrade	$10.00	Permanent or Removable Sideshield	$0.00

FRAME GROUP OPTIONS

A	PENTAX - F9800, F9900, F6000, A2000, A2500, EAGLE	$0.00
B	PENTAX - ZT100	$0.00
C	PENTAX - ALPHA, BETA, GAMMA, 650, DX670, D490, CLASSIC 3, V1000, ZT200, ZT25	$0.00
D	PENTAX - DP600, DP610, DP620, DP720, DP820, CLASSIC 1, ZT35, ZT45, ZT55, ZT400	$24.50
E	PENTAX - STEEL 300, STEEL 400, CLASSIC 4, MAXIM AIR SEAL RX, ZT500	$48.30
F	PENTAX - HOG, REBEL, TRX, URBAN 6, URBAN 8, ATTITUDE 5, ATTITUDE 6 DVX & JOHN DEERE - ALL STYLES	$59.10
G	PENTAX - ATTITUDE 3, ATTITUDE 4 WILEY X - MOST STYLES	$85.00

CALL 800.982.2828 FOR PRICING ON ANY ITEM NOT LISTED

SSMN

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

PRESCRIPTION POLICY

SafeVision urges employees to visit their Eye Care Professional annually to ensure their prescription is accurate and their eyes are healthy. As part of our focus on the health and safety of the workforce, SafeVision recommends annual checkups, but requires that all eyewear prescriptions be less than two years old.

HAZARD ASSESSMENT POLICY

It is the responsibility of the plant owner or safety director to conduct a hazard assessment for the workplace and determine the appropriate eyewear protection required for each job. SafeVision offers a wide selection of frames, lenses and coatings for review by plant officials.

WARRANTIES

At SafeVision, we stand behind our quality and service 100%. Our goal is to consistently provide exceptional service and quality products at the best value. To meet this goal, we have structured our policies to be flexible and responsive to all your safety eyewear needs. All lens, coating and frame warranties commence at the invoice date. Coverage is listed below. All warranties are null and void in the event of improper care or abuse.

Product	Covered	Months
Phoenix Lenses (High impact, scratch & chemical resistant)	Defects & Scratches	24
Recharge	Defects & Scratches	24
Super Hi-Vision EX3	Defects & Scratches	24
Hi-Vision	Defects & Scratches	24
Clear Away Easy Clean	Defects & Scratches	12
Clear Away Easy Clean with Anti-Fog	Defects & Scratches	12
Anti-Reflection with Anti-Fog	Defects & Scratches	12
Clarity Shield	Defects & Scratches	12
Anti-Fog	Mfg. Defects Only	12
PENTAX Branded Frames	Mfg. Defects Only	12

GLASS AND PLASTIC LENSES (NON-IMPACT RATED PER ANSI STANDARD)

SafeVision does not recommend Glass or Plastic lenses for work hazards involving potential impact because they are not rated per the ANSI Z87.1 Standard. SafeVision offers a 6-month warranty on Glass and Plastic lenses for manufacturers defects only. No scratch warranty is offered on these lens materials.

PROGRESSIVE LENS WARRANTY

SafeVision offers a 4-month employee satisfaction guarantee. Should an employee become dissatisfied with their SafeVision progressive lenses within 4 months of the invoice date, SafeVision will remake the progressive lenses one time, at no charge.

PRESCRIPTION & FRAME CHANGES

DOCTOR'S CHANGES – RX & FIT

SafeVision will replace doctor's prescription/order change, one time per order, at no charge. The change must be within 6 months of the invoice date and within the original invoice amount. More expensive replacements will be charged the price difference.

CANCELLATIONS

If lenses are not yet in process, usually within 12 hours, prescription changes can be made at no charge. If lenses are already in process, this change will be considered as the one-time Doctors Change listed above. If lenses have shipped, no credit will be issued.

EMPLOYEE PREFERENCE CHANGES

Changes due to employee preference are not warranted but will be accommodated one time per order. Employees must keep the company-paid first pair. If within 2 months, the employee wishes to purchase a more preferred pair, it must meet the company profile. A 50% discount off the employer's price will apply. The employee may be responsible for the cost of the new eyewear based on the company program.

LAB REMAKES

SafeVision will replace any lab errors, if within 6 months of the invoice date and within the original invoice amount. More expensive replacements will be charged the price difference.

REPLACING LENSES (Warranty & New Prescriptions)

PLEASE BE ADVISED OF THE FOLLOWING CAUTIONS. If an ECP requests safety lenses as replacements whether for warranty or any other reason, insertion of safety lenses is considered part of the manufacturing process. As such, ECPs conducting this operation essentially become a manufacturer of safety eyewear, with the duties and responsibilities that apply. It is the responsibility of those inserting lenses in safety fames to thoroughly check the fit of the lenses into the frame groove. The frame must also be inspected for any damage or weakness from previous use. SafeVision requires circumference dimensions when ordering just lenses. If lenses do not fit properly; the frame must be sent to the lab for tracing and lens remake. Used frames over 2 years old shall be replaced, at the employee's expense, with new frames,

USER SUPPLIED FRAMES

SafeVision will not warrant any lab breakage of a previously used, employee supplied frame. All user supplied safety frames must be marked with Z87-2+ on the frame, per the ANSI Standard Z87.1 for Rx spectacles. The Standard lists frames marked Z87 or Z87+ as non-prescription (plano) frames. It is SafeVision's policy to not make prescription lenses for these plano marked frames, without specific documentation from the frame manufacturer that they meet the standard for Rx-able (spectacle) frames.

EMPLOYEE CO-PAY

SafeVision no longer accepts personal checks or money orders for employee co-pay orders. A credit card secured through SCCID must be used.

AWAITING REPLACEMENT EYEWEAR

Employees waiting for their replacement safety eyewear should consult their company for recommended temporary eye protection. Damaged frames or lenses should not be worn in the workplace as they can compromise the safety of the employee. Any warranty replacement claim should be made through Customer Excellence Center at 800-982-2828. A Return Material Authorization (RMA) number will be assigned.

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	04/29/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

CONTRACT NUMBER
15835 OC

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

THE CONTRACT PERIOD IS:

MAY 01, 2024 THROUGH OCTOBER 31, 2024

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Minnesota Contract 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska agencies and political sub-divisions for the period of May 01, 2024 through October 31, 2024.

Payment Terms: Net 30

(For State Agencies – Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay cost of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File – This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-4839332

Hoya Representative Contacts:
Vendor: Gary Keen
Email: gary.keen@hoya.com
Vendor: Matthew Yvon
Email: matthew.yvon@hoya.com
Vendor: Tiffiany Atkins
Email: tiffany.atkins@hoya.com

DS RT 4/29/2024
BUYER

DocuSigned by: Vicki Collins 4106A24A8E8446D... 4/29/2024

DocuSigned by: Adam Kauffman F92FFF73F7F3467... 4/29/2024
MATERIEL ADMINISTRATOR

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 of 2	04/29/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)
VENDOR NUMBER: 2647194	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

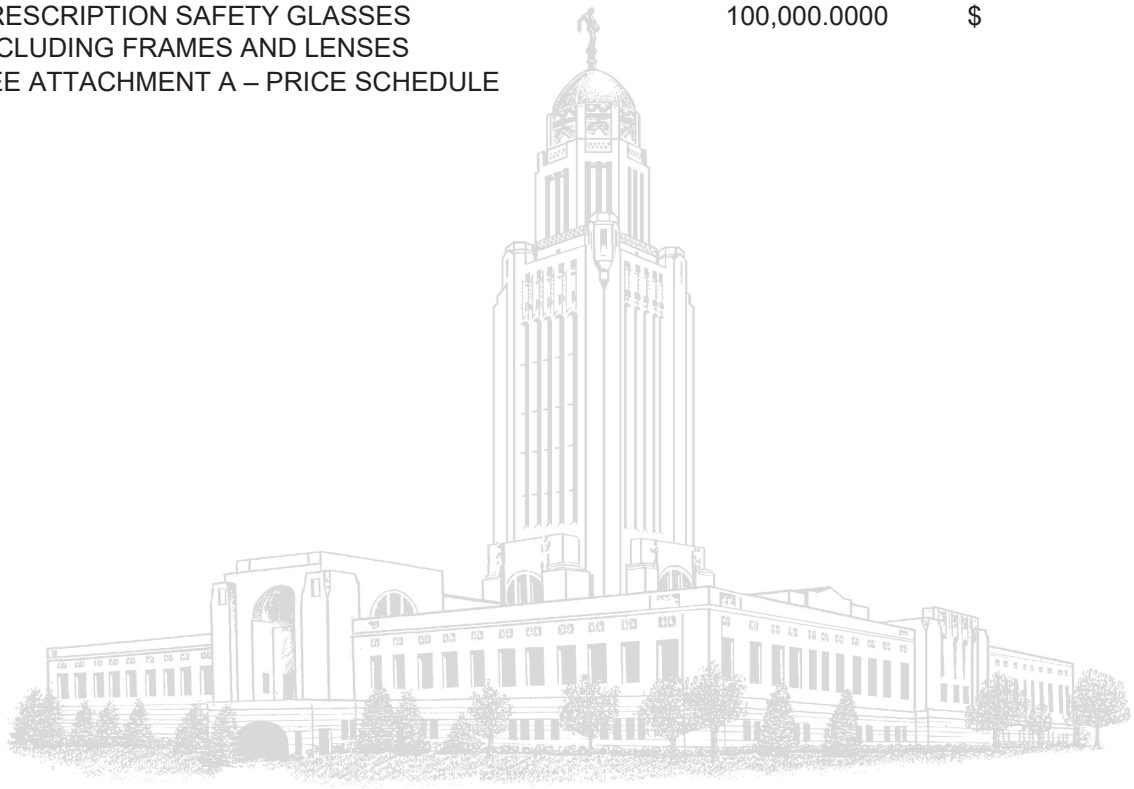
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
15835 OC

Customer Excellence Center
Phone: 800-982-2828
Email: srxcsr@hoya.com

Amendment two (2) per State of Minnesota MA#224013 as attached. (04/22/24 BT)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES SEE ATTACHMENT A – PRICE SCHEDULE	100,000.0000	$	1.0000



DS

BUYER INITIALS

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

PARTICIPATING ADDENDUM
15835 OC
AMENDMENT TWO (2)
(Hereinafter "Amendment")

State of Minnesota Master Agreement #: 224013

PRESCRIPTION SAFETY GLASSES
Administered by the State of Minnesota (hereinafter "Lead State")
MASTER AGREEMENT

Scientific Sales INC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and **Scientific Sales INC** (Contractor).

WHEREAS, the Lead State Minnesota has a Contract with the Contractor identified as Master Agreement Number 224013 to provide Prescription Safety Glasses for use by State Agencies and other entities. The State has entered into a Participating Addendum/Contract with the Contractor, identified as 15835 OC.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective Upon Execution by both Parties:

1. **CHANGES**: The purpose of this Amendment Two (2) is as follows:

   a. Contract term is extended from May 01, 2024 through October 31, 2024.

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

PARTICIPATING ADDENDUM
15835 OC
AMENDMENT TWO (2)
(Hereinafter "Amendment")

State of Minnesota Master Agreement #: 224013

PRESCRIPTION SAFETY GLASSES
Administered by the State of Minnesota (hereinafter "Lead State")
MASTER AGREEMENT

Scientific Sales INC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: Scientific Sales INC
Signature: DocuSigned by: Adam Kauffman F92FEE73E7E3467...	Signature:
Printed Name: Adam Kauffman	Printed Name: David M. Johnson
Title: DAS Materiel Administrator	Title: Customer Service
Date: 4/29/2024	Date: 04/22/2024

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: G-173(5)

DATE: APRIL 10TH, 2024

PRODUCT/SERVICE: GLASSES: SAFETY PRESCRIPTION

CONTRACT PERIOD: FEBRUARY 14, 2023, THROUGH OCTOBER 31, 2024

EXTENSION OPTIONS: 39 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

PHONE: 651.201.2462 **E-MAIL:** paul.thomas@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
SCIENTIFIC SALES, INC.	224013	**NET 30**	**10-14 BUSINESS DAYS ARO**

130 VALLEY CT
OAK RIDGE, TN 37830

VENDOR NO: 0000991955-001

DAVID JOHNSON
OFFICE: 800.229.7252 | **FAX:** 865.483.0241 | **EMAIL:** djohnson@scisale.com or optical@scisale.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State Agencies
- ☒ Cooperative Purchasing Venture (CPV) Members

STATE AGENCY CONTRACT USE. This Contract must be used by State Agencies unless a specific exception is granted in writing by the AMS/Buyer listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State Agencies should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	01/23/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

CONTRACT NUMBER
15835 OC

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

THE CONTRACT PERIOD IS:

FEBRUARY 01, 2024 THROUGH APRIL 30, 2024

THIS CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Minnesota Contract 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska agencies and political sub-divisions for the period of February 1, 2024 through April 30, 2024. The contract has the option to renew for forty-five (45) months when mutually agreeable to the vendor and the State of Nebraska.

Payment Terms: Net 30

(For State Agencies – Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay cost of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File – This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-483-9332

Hoya Representative Contacts:
Vendor: Gary Keen
Email: gary.keen@hoya.com
Vendor: Matthew Yvon
Email: matthew.yvon@hoya.com
Vendor: Tiffiany Atkins

DS RT 1/24/2024
BUYER

DocuSigned by: Vicki Collins /24/2024
4106A24A8E8446D...

DocuSigned by: Amara Block 1/25/2024
4CFF2711162A4A2...
MATERIEL ADMINISTRATOR

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

STATE OF NEBRASKA CONTRACT AMENDMENT

PAGE	ORDER DATE
2 of 2	01/23/24
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)
VENDOR NUMBER: 2647194	

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

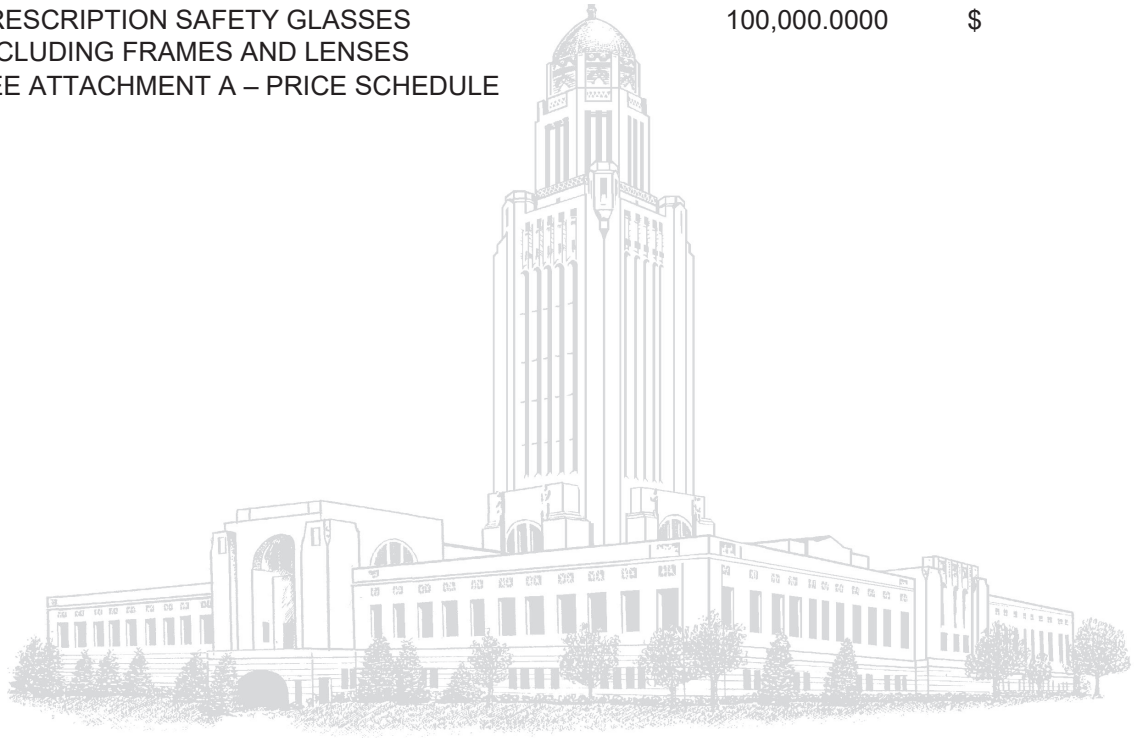
CONTRACT NUMBER
15835 OC

Email: tiffany.atkins@hoya.com

Customer Excellence Center
Phone: 800-982-2828
Email: srxcsr@hoya.com

Amendment one (1) per State of Minnesota MA#224013 Amendment two (2) as attached. (BT 01/23/24)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES SEE ATTACHMENT A – PRICE SCHEDULE	100,000.0000	$	1.0000



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BUYER INITIALS

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

PARTICIPATING ADDENDUM
15835 OC
AMENDMENT ONE (1)
(Hereinafter "Amendment")

State of Minnesota Master Agreement #: 224013

PRESCRIPTION SAFETY GLASSES
Administered by the State of Minnesota (hereinafter "Lead State")
MASTER AGREEMENT

Scientific Sales INC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

THIS AMENDMENT is by and between the State of Nebraska ("Participating State/Entity") and **Scientific Sales INC** (Contractor).

WHEREAS, the Lead State Minnesota has a Contract with the Contractor identified as Master Agreement Number 224013 to provide Prescription Safety Glasses for use by State Agencies and other entities. The State has entered into a Participating Addendum/Contract with the Contractor, identified as 15835 OC.

WHEREAS, the terms of the Contract specifically state that the Contract may be amended per agreement by both parties. The State of Nebraska wishes to continue to take advantage of existing contract.

NOW, THEREFORE, it is agreed by the parties to amend the Contract as follows:

Effective Upon Execution by both Parties:

1. **CHANGES**: The purpose of this Amendment One (1) is as follows:

   a. Contract term is extended from February 01, 2024 through April 30, 2024.

Terms and Conditions inconsistent with, contrary, or in addition to the Terms and Conditions of this Participating Addendum Amendment and the Price Agreement, together with its exhibits, shall not be added to or incorporated into this Participating Addendum Amendment or the Price Agreement and its exhibits, by any subsequent purchase order or otherwise. Any such attempts to add or incorporate such Terms and Conditions are hereby rejected. The Terms and Conditions of this Participating Addendum Amendment, the Price Agreement and its exhibits, shall prevail and govern in the case of any such inconsistent or additional terms. This Participating Addendum Amendment applies only in the jurisdiction of the Participating State or Participating Entity, which has executed this Participating Addendum Amendment.

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

PARTICIPATING ADDENDUM
15835 OC
AMENDMENT ONE (1)
(Hereinafter "Amendment")

State of Minnesota Master Agreement #: 224013

PRESCRIPTION SAFETY GLASSES
Administered by the State of Minnesota (hereinafter "Lead State")
MASTER AGREEMENT

Scientific Sales INC
(Hereinafter "Contractor")

and

State of Nebraska
(Hereinafter "Participating State/Entity")

IN WITNESS WHEREOF, the parties have executed this Participating Addendum Amendment as of the date of execution by both parties:

Participating State: Nebraska	Contractor: Scientific Sales Inc
Signature: DocuSigned by: Amara Block 4CFF2711162A4A2...	Signature:
Printed Name: Amara Block	Printed Name: David M. Johnson
Title: DAS Materiel Administrator	Title: Customer Service
Date: 1/25/2024	Date: 01/23/2024

Docusign Envelope ID: 51F8468E-F007-471C-8A83-A7A15C9AF450

Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: G-173(5)

DATE: JANUARY 12, 2024

PRODUCT/SERVICE: GLASSES: SAFETY PRESCRIPTION

CONTRACT PERIOD: FEBRUARY 14, 2023, THROUGH APRIL 30, 2024

EXTENSION OPTIONS: 45 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

PHONE: 651.201.2462 **E-MAIL:** paul.thomas@state.mn.us **WEB SITE:** https://mn.gov/admin/osp/

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
SCIENTIFIC SALES, INC.	224013	**NET 30**	**10-14 BUSINESS DAYS ARO**

130 VALLEY CT
OAK RIDGE, TN 37830

VENDOR NO: 0000991955-001

DAVID JOHNSON
OFFICE: 800.229.7252 | **FAX:** 865.483.0241 | **EMAIL:** djohnson@scisale.com or optical@scisale.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State Agencies
- ☒ Cooperative Purchasing Venture (CPV) Members

STATE AGENCY CONTRACT USE. This Contract must be used by State Agencies unless a specific exception is granted in writing by the AMS/Buyer listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State Agencies should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Contract Release: G-173(5)

Caution: This note serves as a risk advisory and performance expectations of the lens materials available on this contract:

The default/standard lens material on this contract is polycarbonate. This is a recommended lens material for safety glasses as polycarbonate lenses meet the ANSI Z87.1 Standard for “high impact”. In contrast, glass lenses only meet the older “low impact” portion of the Z87.1 Standard requirements. The low impact specification remains in the Z87.1 Standard with a note that glass lenses do not meet the high impact specifications of the same Standard. Simply put, glass lenses could be prone to break and shatter.

Given the above information - The Agency and person(s) with delegated authority should determine if glass lenses are required/approved before any order for glass lenses is processed. It is also recommended to implement a process of documenting who approved the substitute and why they were required over the default polycarbonate lenses.

Overview Employee Ordering Instructions

1. Review the entire Contract Release carefully before processing an order.

2. You will need a *valid* eyewear prescription before ordering prescription safety eyewear. You may receive your eye exam and prescription from a doctor/location of your choice (For avoidance of doubt, you do not need to use the Contract provider or dispensary network found on this Contract). All cost associated with an eye exam/prescription are the responsibility of the employee/end-user.

3. Once you have a valid eyewear prescription, find a participating dispensing location. To view participating dispensary/retail locations on this Contract; use the following link: https://us.hoyasafety.com/ecp.asp. Safety Prescription eyewear offered on this Contract may only be ordered through one of these approved locations only.

   Once a dispensary is selected, it is recommended to call the dispensary to confirm that they’re participating in this program before arriving onsite. If a listed dispensary suggests otherwise, please notify the Contractor listed at the top of this Contract Release with those details.

4. Evaluate the Frames Guide which is linked at the bottom of this Contract Release to review available options. If needed, use your chosen dispensary as a resource to assist with any questions you may have on frames, lenses, or options available while determining selections. If you’re interested in viewing sample frames, call ahead to your selected dispensary location as all options may not be available at all locations.

5. When ready to order, use the link below to print an order form *that is specific to your Agency* or have your Agency complete this step for you. If your Agency is not an available selection from the drop-down list; your agency will need to contact the contractor to establish an order form before participating on this contract.

   Link to order forms:
   https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb

   ^Select, “*Ordering Safety Eyewear*” on the landing page.
   Additional instructions on printing an order form are found at the bottom of this Contract Release.

6. Discuss your desired selections with your Agency/Buyer to understand the cost responsibilities associated with each. Each selection may have a cost that your Agency has elected to cover on your behalf (up to your Agency’s max amount allowed) or is a cost that you will be responsible to pay at time of order processing. After understanding the cost responsibilities of each selection, your Agency/Buyer should check the boxes next to each one of your selections on the Order Form if not done so already.

At minimum, the Agency/Buyer should also fill out the following header fields with the appropriate information:

- PO Number
- Contract Number (Contract Number: 224013)
- Employee Number
- Employee Department
- Employee Last Name (Auto-populate when order form is created but ensure information is accurate)
- Employee First Name (Auto-populates when order form is created but ensure information is accurate)
- Employee Phone (Auto-populates when order form is created but ensure information is accurate)

Additionally, the following fields are available if the Agency requires supervisor's approval:

- Supervisor Printed Name
- Phone
- Supervisor Signature

Agencies should ensure that all appropriate fields are filled out before providing the order form back to the employee/end user.

If you, the employee/end-user decides to edit any of your selections before placing the order; you ***must*** go back to your Agency/Buyer to discuss the new selections. This ensures the agency purchase order reflects any new cost implications and you understand your new cost responsibilities (if applicable).

7. If there are any cost which the employee/end-user must pay; these will be taken at time of order processing at the dispensary. If paying with credit card; you will need to obtain a *Secure Card ID*. To protect the confidentiality of customer information as it pertains to credit card data, the Contract Vendor has instituted a way to process your payment information. To protect credit card identities, end users choosing to use credit cards for co-payments will be required to obtain a secure credit card ID number in lieu of your actual credit card number.

   The Secure Card ID token can be obtained here: https://us.hoyasafety.com/gettoken/.
   (Additional Instructions are linked toward the bottom of the Contract Release)

   This step should be completed *before* submitting your order through the dispensary.

8. Your chosen dispensary will need a valid prescription, completed order form, and Secure Card ID (if applicable) to process your order. An eye glass care professional from the dispensary will finalize your order form for processing and take any necessary employee/end-user payments.

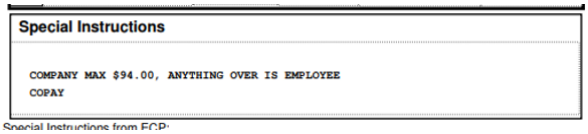
9. The completed eyewear will be shipped directly to the dispensary location where the order was placed. The dispensary will contact you when eyewear is ready for pick up and perform a fitting if necessary. Please allow up to 10-14 business days for delivery to your dispensary.

Contract Release: G-173(5)

Common Agency Questions:

Question: How do I establish an Order Form for my Agency?

If you do not have an order form established for your Agency, an individual with the delegated authority as chosen by your Agency should reach out to the contractor to establish one. Each agency shall determine which selections the Agency will cover, and which selections will be the responsibility of the employee/end user to pay for. Additionally, the agency should determine a max amount that they're willing to cover for each employee/end user. The Agency's max information should be re-verified each time an order needs to be processed to ensure no changes need to be made to the Agency Order form before processing the next order. Additionally, the Agency may also request that the Contractor hard code the Agency Max (Company Max) in the special instructions field of their Order Form as seen in the example below ($94.00 in the example below is only for demonstrative purposes and the actual Company (e.g., Agency) maximum is solely determined by each Agency):



Question: When looking at the Order Form… How do I know who is responsible to pay for each selection?

Each selection on the Order Form, has a cost responsibility represented by a "C" or an "E" under a column titled: *Who Pays*. These cost responsibilities are independently established by each Agency and each Agency has their own unique Order Form.

"C" represents a cost that the Company (e.g., Agency) has elected to cover (up to the Agency's predetermined max amount allowed which may include the sum of all "C" selections) while "E" represents a cost that is the responsibility of the employee/end-user to pay for at time of ordering processing.

The example below shows that the Company (e.g., Agency) has elected to pay for Polycarbonate Single Vision Lenses if selected because "C" is in the *Who Pays* column.

You may note that ".00" is under the Copay Amount column. This does not necessarily mean that this selection represents a $0.00 cost to the Agency. As noted above, the actual cost of this selection must be verified by reviewing the Price Schedule linked on the Contract Release for the cost of Polycarbonate Single Vision Lenses.

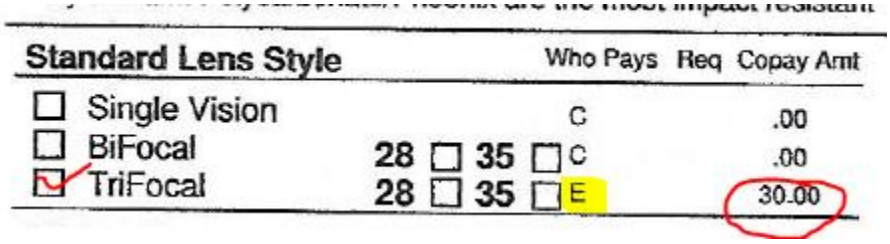


Contract Release: G-173(5)

Conversely, selections where the employee/end-user has cost responsibilities (identified by an “E”) will show a dollar value under the Copay Amount column. This should be the amount that the employee/end-user is responsible for paying at time of ordering processing if selected.

Important Note: An “E” selection could also mean that the Company (Agency) has a shared cost responsibility separate from the amount identified on the Order Form for the employee/end-user to pay at time of order placement. Whether a “C” or “E” is present on the Order Form, the Agency must always consult the current Price Schedule linked on the Contract Release to verify the total cost of any given selection.

Example: Below, Trifocals are selected on the Order Form by the Employee/End-user. “E” is identified in the Who Pays column and $30.00 is listed in the Copay Amount column. For this selection, the Employee/End-User would be responsible for $30.00 at time of order placement, however, as noted above, this does not necessarily mean $30.00 is the total cost for Trifocals. The agency/buyer would consult the Price Schedule where they note that Trifocals have a total cost of $69.50. Therefore, if selected, the Agency would be invoiced the difference ($39.50) for Trifocals and this amount should be included on the Agency PO.



Standard Lens Style		Who Pays	Req Copay Amt
☐ Single Vision		C	.00
☐ BiFocal	28 ☐ 35 ☐	C	.00
☑ TriFocal	28 ☐ 35 ☐	E	30.00

Example Price Schedule:

Trifocal	Hoya (see note on glass lens)	$69.50	Per Pair

(The Illustrations above do not necessarily represent any contractual pricing, agency cost coverages, or options available)

Helpful Reminder(s):

1) Because every Agency Order Form is unique, it is **extremely important** to double check that you’re using your own Agency Order Form before filling it out. You can identify that it is your Agency’s order form by verifying the COMPANY information hard coded into the header of the Order Form.

2) The Agency/Buyer must always use the current Price Schedule to obtain the actual total price to be paid for each selection made, regardless of if those selections are designated as a “C” or “E” on the Order Form.

   By doing so, this may assist with:

   1) Purchase Order Accuracy.

   2) Confirming that the Order Form has been established correctly as determined by your Agency.

   3) Verifying the costs on the Order Form match the linked Price Schedule found on this Contract Release.

   4) Ensuring that the Employee/End-User understands their own cost responsibilities (if applicable) before an order is processed.

Contract Release: G-173(5)

SCOPE. To provide prescription safety eyewear (e.g., lenses, lens options, frames, and eyewear accessories) to the State of Minnesota, participants in the State of Minnesota's Cooperative Purchasing Venture (CPV) program, and other state governments who may choose to participate (all shall be referred to herein as, "Agency").

The scope of the Contract does not include eye examinations. The employee/end user is responsible for arranging for an eye examination and obtaining the prescription before ordering prescription safety eyewear. All cost associated with an eye examination and prescription are the responsibility of the employee/end user.

EMPLOYEE/END USER ORDER FORM. The contractor will provide and maintain a web-based portal for Agencies or Agency employees/end-users to populate order forms.

Order forms can be found here:
https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb.

Additional instructions on printing order forms are linked at the bottom of the contract release.

An Agency representative with the delegated authority should work with the Contractor to establish an order form if one is not currently available from the location drop-down list on the landing page.

Each Agency will choose their own unique cost coverages regarding what materials the Agency agrees to cover (up to a maximum allowable amount) and what materials the Agency's employee/end-users must pay out-of-pocket (see *Common Questions* above for additional information). Agencies should request that their maximum allowable cost coverages be hardcoded in the Special Instructions field of the order form for quick reference to their buyers/employees/end users. Any Agency covered selection or sum of selections that go over the maximum allowable coverage amount listed in the special instructions field will become the responsibility of the Agency's employee/end-user to pay out-of-pocket at time of order placement. Agencies participating may have their authorized delegate request the contractor make changes to their existing order form as necessary.

At minimum, the Agency/Buyer should fill out the following header fields with the appropriate information:

- PO Number
- Contract Number (if not already filled in)
- Employee Number
- Employee Department
- Employee Last Name (Auto-populate when order form is created but ensure accurate)
- Employee First Name (Auto-populates when order form is created but ensure accurate)
- Employee Phone (Auto-populates when order form is created but ensure accurate)

Additionally, the following fields are available if the Agency requires supervisor's approval:

- Supervisor Printed Name
- Phone
- Supervisor Signature

Agencies should ensure that all appropriate fields are filled out before providing the order form to the employee/end user.

Contract Release: G-173(5)

SELECTIONS AND PRICING. Agencies must use their Agency specific Order Form and the Exhibit D: Price Schedule to discuss cost, coverages, and selections with their employee/end-user. Questions regarding price, quotes, or cost responsibilities that cannot be answered by the Agency should only be addressed with either the contractor and/or State's Authorized Representative(s). For avoidance of doubt, not the dispensary/retail outlets.

Based on the employee/end user's selections, Agencies should then fill in the appropriate boxes on the Order Form that coincide with the selections.

PURCHASE ORDERS. Upon final selection(s), a purchase order will be generated by the Agency to cover all Agency responsible costs (only), up to the maximum allowable cost coverage amount found within the Special Instructions field of the order form. Materials/selections not covered by the Agency or are over the Agency maximum allowed coverage amount are to be paid by the Agency's employee/end-user at time of order placement. The agency should work with the employee/end user to ensure they understand the out-of-pocket expenses that will be due at time of order placement. The Agency must enter the purchase order number and contract number (if not auto populated) onto the Order Form into the identified fields for contractor's invoicing and contract usage reporting purposes.

ORDER PROCESSING. The Employees/end user may bring the order form and all other necessary information to the dispensary to process an order.

If there are any charges that the employee/end user is responsible to cover (which should be discussed between the employee/end user and Agency/Buyer when making selections), you will need to obtain a *Secure Card ID*. To protect the confidentiality of customer information as it pertains to credit card data, the Contract Vendor has instituted a way to process your payment for safety eyewear. To protect credit card identities, employee/end users using credit cards for co-payments will be required to obtain a secure credit card ID number in lieu of your actual credit card number.

The Secure Card ID token can be obtained here: https://us.hoyasafety.com/gettoken/.
^Additional Instructions are linked toward the bottom of the Contract Release.

This step should be completed ***before*** arriving at your dispensary to submit your order.

CONTRACTOR RESPONSIBILITIES.

1) Ensuring accuracy of the order and that the final product matches the order form selections.
2) Processing orders in a manner that meets delivery expectations.
3) Material/product quality control.
4) Expeditious packaging and shipping.
5) Ensuring the highest level of customer service and satisfaction while the order is processing. Answering any Agency employee/end-user or Agency questions.
6) Calls or emails from an Agency or Agency employee/end-user shall be returned by contractor, dispensary, or retail outlet within one (1) business day during the week (Monday-Friday) with the exclusion of State and Federal holidays.

DISPENSARIES. The contractor will provide and maintain a network of authorized dispensaries and/or retail outlets. Safety eyewear may only be ordered from these approved locations. A link to these locations may be found here: https://us.hoyasafety.com/ecp.asp.

Dispensary Responsibilities:

1) Accepting employee/end user order forms and starting order processing
2) Collecting any employee/end user out-of-pocket costs (if applicable).
3) Answering product questions.
4) Showing sample products/frames on-site at the dispensary (if available)

5) Assisting with product issues
6) Fitting frames.
7) Frame adjustments.
8) Contacting employee/end user when order is ready to be picked-up
9) Providing customer service.

No dispensary and/or retail outlet fees are ever to be charged or paid by the Agency or Employee/End User.

PRODUCT SPECIFICATIONS AND REQUIREMENTS. All safety prescription eyewear and materials (lenses, frames, and side shields) to be provided must meet all specifications of the most current ANSI Z87.1 and OSHA Standards. The default lens material is polycarbonate. Lens power to + or - 9.00 D sphere and 3.00 D cylinder. Physical appearance of lenses should be free of aberrations within a 20 mm radius from the major reference point or optical center. Prior to shipping, lenses (and frames) shall be inspected by the contractor's quality control department with at least a 40-watt light. The inspectors' vision (with or without correction) should be 20/20. Lenses will be fitted and remain tight in the frame. Lenses must not fall out due to regular cleaning or preventative maintenance. Frames will be delivered with proper alignment. All frames are to include side-shields in the cost of the frames, either permanent or detachable. Frame temple tips will not contact the back surface of the lens. An Eyeglass case shall be supplied with all orders for new eyeglasses, free of charge. Cases must be new and free of defects in material and workmanship and must be rigid enough to adequately protect the eyeglasses.

STAFFING. The contractor must be able to provide adequate staffing at all levels necessary to service this Contract. The contractor and contractor's dispensaries and/or retail outlets shall employ sufficient, knowledgeable staff to meet the Contract requirements. The contractor shall provide training and resources to all dispensaries and/or retail outlets to ensure staff is knowledgeable and can meet all Contract requirements.

SHIPPING AND DELIVERY. After receipt of order, the product shall be delivered to the dispensary in a maximum of 10-14 business days. All prices are FOB Destination, prepaid and allowed (freight included in the purchase price).

PRICES. Prices are firm through the initial period of the Contract. After that period, prices may increase. Price increases are not effective until they are approved by the AMS/Buyer. **NOTE:** At no time should the ordering entity pay more than the Contract price found in the Price Schedule linked at the bottom of this contract release. Agencies must contact the AMS/Buyer immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price. The Contractor or Dispensary should NEVER charge a dispensing fee.

ITEMS OFFERED AS NEW. All products, material, supplies, and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.

SALES TAX EXEMPT. Minnesota Department of Revenue, Sales Tax Fact Sheet 117D, Prosthetic Devices, lists prescription glasses, repairs, and replacement parts as exempt from sales tax.

PRODUCT WARRANTY. The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used. All installation, materials, and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense. Additional Warranty Information is linked at the bottom of this Contract Release.

PAYMENTS. Products shall be billed to and paid for by the ordering State Agency or CPV member.

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MISCELLANEOUS ITEMS. State agencies may purchase incidental miscellaneous parts, accessories and labor that are not listed on the Price Schedule but are directly related to a specific item(s) included on the Contract. The total cost for these miscellaneous items may not exceed $250.00 for an individual purchase order. If the Customer's entity requires a lower threshold for competitive bidding other than $250.00, they must follow their local entity's requirements. Any purchase order must be issued to the Contractor.

PURCHASING CARDS. The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

MINIMUM ORDER. None.

REVISIONS.

01/12/2024	Contract: 224013, Amendment No. 02, Three (3) month extension.
7/01/2023	Contract: 224013, Amendment No. 01, Exhibit C and Exhibit D amended.

SWIFT LINE #	PRODUCT OR SERVICE	UNITS OF MEASURE	UNSPSC CODE
1.	Glasses: Safety Prescription	EA = Each	46181800

Contract Release: G-173(5)

VERIFYING THE CONTRACT PRICES.
The following information explains the method(s) for calculating and/or confirming the Contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contractor or Dispensary should NEVER charge a dispensing fee.

Only accept Contract Vendor quotes that provide itemized Contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State Contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the Contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating Contract pricing.

LINKS:

Price Schedule click HERE

Frames Guide click HERE

Dispensary Locator: https://us.hoyasafety.com/ecp.asp

Order Forms: https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb

Order Form Print Instructions click HERE

Secure Card ID Token Instructions click HERE

Additional Warranty Information click HERE

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
1 of 2	04/12/23
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

VENDOR NUMBER: 2647194

VENDOR ADDRESS:

SCIENTIFIC SALES INC
130 VALLEY CT
OAK RIDGE TN 37830-8046

CONTRACT NUMBER
15835 OC

AN AWARD HAS BEEN MADE TO THE CONTRACTOR NAMED ABOVE FOR THE FURNISHING OF MATERIALS AND/OR SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 24, 2023 THROUGH JANUARY 31, 2024

NO ACTION ON THE PART OF THE CONTRACTOR NEEDS TO BE TAKEN AT THIS TIME. ORDERS FOR THE MATERIALS AND/OR SERVICES WILL BE MADE AS NEEDED BY THE VARIOUS AGENCIES OF THE STATE.

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE MATERIALS AND/OR SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR MATERIALS AND/OR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE CONTRACTOR AND THE STATE OF NEBRASKA.

Awarded from Minnesota Contract 224013

Contract to supply and deliver PRESCRIPTION SAFETY GLASSES to the State of Nebraska agencies and political sub-divisions for the period of April 24, 2023 through January 31, 2024. The contract has the option to renew for forty-eight (48) months when mutually agreeable to the vendor and the State of Nebraska.

Payment Terms: Net 30

(For State Agencies – Orders are to be placed directly with Scientific Sales, INC. at https://us.hoyasafety.com/order/default.asp. The end user of the prescription safety eyewear will be responsible for a co-pay costs of cosmetic upgrades such as no-line bifocals and frames. The end user must obtain a Secure Credit Card ID in lieu of their actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 Opt 2.)

(For the File – This RFP and Contract are bid and awarded by the State of Minnesota. All Request For Proposal (RFP), evaluations, etc. are retained by the State of Minnesota.)

Scientific Sales Contacts:
Vendor Contact: David M Johnson
Phone: 800-229-7252
Fax: 865-483-0241
Email: djohnson@scisale.com

Invoice Issues:
Email: optical@scisale.com
Phone: 865-4839332

Hoya Representative Contacts:
Vendor: Gary Keen Email: gary.keen@hoya.com
Vendor: Matthew Yvon Email: matthew.yvon@hoya.com
Vendor: Tiffiany Atkins Email: tiffany.atkins@hoya.com
Customer Excellence Center
Phone: 800-982-2828

DS 5/2/2023
BUYER

DocuSigned by: Vicki Collins 5/2/2023
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DocuSigned by: Amara Block 5/3/2023
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MATERIEL ADMINISTRATOR

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STATE OF NEBRASKA CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE	ORDER DATE
2 of 2	04/12/23
BUSINESS UNIT	BUYER
9000	VICKI COLLINS (AS)

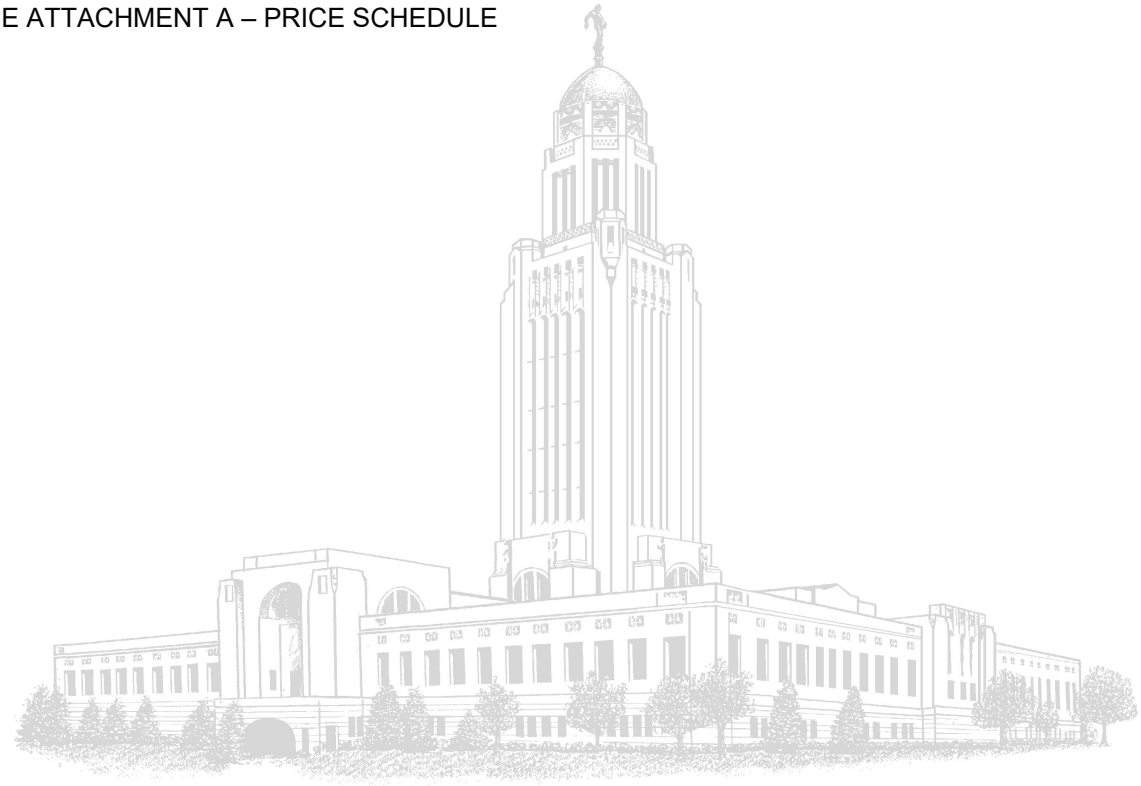
VENDOR NUMBER: 2647194

CONTRACT NUMBER
15835 OC

Email: srxcsr@hoya.com

(4/12/23 BT)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	PRESCRIPTION SAFETY GLASSES INCLUDING FRAMES AND LENSES SEE ATTACHMENT A – PRICE SCHEDULE	100,000.0000	$	1.0000



DS
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BUYER INITIALS

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PARTICIPATING ADDENDUM

Master Agreement 224013

Contractor: SCIENTIFIC SALES, INC
Participating Entity: State of Nebraska

PRESCRIPTION SAFETY GLASSES

Administered by the State of Minnesota (hereinafter "Lead State")

MASTER AGREEMENT
SCIENTIFIC SALES, INC
(Hereinafter "Contractor")
And
State of Nebraska
(Hereinafter "Participating State/Entity")
Participating State Contract 15385 OC

I. TERMS AND CONDITIONS

A. SCOPE

This addendum covers the purchase of Prescription Safety Glasses including lenses, frames and side shields for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state/entity contracts with the prior approval of the state's chief procurement official. This addendum incorporates the terms and conditions of the Minnesota Master Agreement Contract No. 224013, including all attachments, amendments, and addendums as they existed on the Effective Date of this Contract ("Master Agreement"), as if fully set forth herein.

The State of Nebraska Department of Transportation (NDOT) requires prescription safety glasses for select employees statewide on an as needed basis. NDOT will place orders with the Contractor for prescription safety eyewear and or supplies written by an optometrist or ophthalmologist provider. The vendor will provide prescription eyewear and accessories, no eyewear fitting or onsite service is required from the Contractor.

B. CONTRACT PERIOD

April 24, 2023 through January 31, 2024. The Contract includes the option to renew for an additional forty-eight (48) months upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

C. PRICES

See **ATTACHMENT A** for price schedule of cost of Frames and Lenses. Prices shall be net, including transportation and delivery charges fully prepaid by the Vendor, F.O.B. destination. No additional costs will be allowed for packing, packages or partial delivery costs. The State shall not incur a price increase unless agreed upon by both parties in writing and in advance of submitting an order.

See **Attachment B** to find a participating dispensary/retail locations on this Contract or visit https://us.hoyasafety.com/locator/public_search/default.asp for a full listing. Safety eyewear may only be ordered through one of these approved locations.

Orders are to be placed directly with Scientific Sales, INC at https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb. See **Attachment C** for complete ordering instructions.

A custom order form has been created for the State of Nebraska. To complete the order form the user needs to include their name, phone number, email address and identify their agency. Orders may also be submitted by fax at 800-945-2828. Nebraska Department of Transportation will cover a portion of the costs for the end user for items on **Attachment A**. The end user of the prescription eyewear will be responsible for costs of other applicable items considered to be enhancements, optional or upgraded frames.

The end user must obtain a Secure Credit Card ID (SCCID) in lieu of the actual credit card number. The secure credit card number can be obtained at the time of the order at https://us.hoyasafety.com/gettoken/ or call 866-235-5506 opt 2. No personal checks or money orders will be accepted. See **Attachment D** for SCCID instructions.

D. DELIVERY AFTER RECEIPT OF ORDER (ARO)

Contractor will maintain sufficient inventory with a large variety of frames in the most current styles and offer sufficient sizes to accommodate various face sizes. After receipt of order, the product shall be delivered in a maximum of fourteen (14) calendar days to the dispensary location, unless otherwise agreed to by the purchaser. Delivery is defined in this section as the date when Contractor submits the completed safety eyeglasses to the common carrier for shipment to the dispensary location. The dispensary will contact the customer for pickup and perform a fitting if necessary. There will be no minimum order requirements.

See **Attachment E** for warranty policy for all lenses, coating and frames furnished under this contract.

E. DOCUMENTS/ORDER OF PRECEDENCE

The Participating Addendum shall incorporate the following documents:

1. Participating Addendum;
2. Master Agreement; and,
3. Amendments/Addendums.

These documents constitute the entirety of the Contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Participating Addendum having the highest priority, 2) the Master Agreement and any attached Addenda and/or Amendments, and 3) the executed Master Agreement.

Any ambiguity or conflict in the Participating Addendum discovered after execution, not otherwise addressed herein, shall be resolved in accordance with the rules of Participating Addendum interpretation as established by the State of Nebraska.

F. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF

Procurement responsibilities related to the resulting contract reside with the State Purchasing Bureau (SPB). The Point of Contact (POC) for the procurement is as follows:

Name: Vicki Collins, Procurement Contracts Officer (PCO)
Agency: State Purchasing Bureau
Address: 1526 K Street
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

G. NOTIFICATION

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed Participating Addendum.

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

H. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State and comply with all Nebraska Secretary of State Registration requirements. The Supplier who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and correct copy of its current (within 90 calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and the United States Citizenship Attestation Form, available at: United-States-Citizenship-Attestation-Form.pdf (ne.gov).

I. PCO REPRESENTATIVE

The State reserves the right to appoint a PCO's Representative to manage [or assist the PCO in managing] the contract on behalf of the State. The PCO's Representative will be appointed in writing, and the appointment document will specify the extent of the PCO's Representative authority and responsibilities. If a PCO's Representative is appointed, the Contractor will be provided a copy of the appointment document and is expected to cooperate accordingly with the PCO's Representative. The

PCO's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

J. GOVERNING LAW (STATUTORY)

Notwithstanding any other provision of this Participating Addendum, or any Amendment or Addenda entered into contemporaneously or at a later time, the parties understand and agree that:

1. The State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation;
2. This contract will be interpreted and enforced under the laws of the State of Nebraska;
3. Any action to enforce the provisions of this contract must be brought in the State of Nebraska per state law;
4. The person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations;
5. The indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and,
6. All terms and conditions of the final contract, including but not limited to the clauses concerning third-party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy, or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

K. BEGINNING OF WORK

The Contractor shall not commence any billable work until a valid Participating Addendum has been fully executed by the State and the successful Contractor. The Contractor will be notified in writing when work may begin.

L. AMENDMENT

This Participating Addendum may be amended by the Participating Entity per documentation provided by the State of Minnesota.

M. SUBSTITUTIONS

No change shall be implemented by the Contractor until approved by the Office of **State Procurement of Minnesota**, and the Master Agreement and resulting Contract is amended to reflect the change and associated costs, if any.

Contractor will not substitute any item that has been awarded without prior written approval of the State Procurement of Minnesota and SPB.

The State of Nebraska and the Contractor, upon the written agreement, may make changes to the Contract within the general scope of the Participating Addendum. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Participating Addendum is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the Contract and law.

N. VENDOR PERFORMANCE REPORT(S)

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Contractor regarding any such report. Contractor performance report(s) will become a part of the permanent record of the Contractor.

O. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

P. BREACH

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a 30-calendar day (or longer at

the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach OR in case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

Q. NON-WAIVER OF BREACH

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

R. SEVERABILITY

If any term or condition of the Participating Addendum is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Participating Addendum did not contain the provision held to be invalid or illegal.

S. INDEMNIFICATION

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, Sub Contractors, consultants, representatives, and agents, resulting from this Participating Addendum, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

3. SELF-INSURANCE (Statutory)

The State is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 through 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

The Parties acknowledge that Attorney General for the State is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

T. ATTORNEY'S FEES

In the event of any litigation, appeal, or other legal action to enforce any provision of the Participating Addendum, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other party prevails.

U. ASSIGNMENT, SALE, OR MERGER

The State of Minnesota may assign the Participating Addendum. Such agreement shall not be unreasonably withheld.

V. CONTRACTING WITH OTHER POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

The Contractor shall allow Agencies, as defined in Neb. Rev. Stat. § 81-145, to use this Participating Addendum. The Terms and Conditions, including price, of the Participating Addendum may not be amended.

The Contractor may but shall not be required to allow political subdivisions to use this Participating Addendum. The terms and conditions, including price, of this Participating Addendum shall apply. The State of Nebraska shall not be contractually or otherwise obligated or liable under any Participating Addendum entered into pursuant to this clause.

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W. FORCE MAJEURE

Neither party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the Participating Addendum due to a natural or man-made event outside the control and not the fault of the affected party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event.

W. CONFIDENTIALITY

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.

X. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.

2. The State, at its sole discretion, may terminate the contract for any reason upon 30 calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

3. The State may terminate the contract immediately for the following reasons:

- **a.** if directed to do so by statute;
- **b.** Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- **c.** a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
- **d.** fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;
- **e.** an involuntary proceeding has been commenced by any party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- **f.** a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- **g.** Contractor intentionally discloses confidential information;
- **h.** Contractor has or announces it will discontinue support of the deliverable; and,
- **i.** In the event funding is no longer available.

Y. CONTRACT CLOSEOUT

Upon termination of the Contract for any reason the Contractor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by Contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor contactor, person or entity in the assumption of any or all of the obligations of this Contract
5. Cooperate with any successor contactor, person or entity with the transfer of information or data related to this Contract;
6. Return or vacate any state owned real or personal property.

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Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or person property, or information or data owned by the Contractor for which the State has no legal claim.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

It is agreed that the Contractor is an independent Contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, State of Nebraska, or a partnership.

The Contractor is solely responsible for fulfilling the Participating Addendum. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the Participating Addendum. The personnel the Contractor uses to fulfill the Participating Addendum shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights, or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's bid shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The Contractor warrants that all persons assigned to the project shall be employees of the Contractor or a Subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a Subcontractor to fulfill the terms of the Participating Addendum shall remain under the sole direction and control of the Contractor or the Subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the Participating Addendum;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or Subcontractors or subcontractor's employees).

If the Contractor intends to utilize any Subcontractor, the Sub Contractor's level of effort, tasks, and time allocation must be clearly defined in the Contractor's bid. The Contractor shall agree that it will not utilize any Subcontractors not specifically included in its bid in the performance of the Participating Addendum without the prior written authorization of the State.

The State reserves the right to require the Contractor to reassign or remove from the project any Contractor or Subcontractor employee.

Contractor shall insure that the terms and conditions contained in any Participating Addendum with a Subcontractor does not conflict with the terms and conditions of this Participating Addendum.

The Contractor shall include a similar provision, for the protection of the State, in the Participating Addendum with any Subcontractor engaged to perform work on this Participating Addendum.

B. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing work within the State. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent Federal program designated by the United States Department of Homeland Security or other Federal and State of Nebraska authorization to verify the work eligibility status of an employee.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, State, and Federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State, and their Sub Contractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 through 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of Participating Addendum. The Contractor shall insert a similar provision in all Subcontracts for goods or services to be covered by any Participating Addendum resulting from this ITB.

D. PERMITS, REGULATIONS, LAWS

The Participating Addendum price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the Participating Addendum. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the performance of the Participating Addendum. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this Participating Addendum.

E. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this Participating Addendum.

The State shall own and hold exclusive title to any deliverable developed as a result of this Participating Addendum. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

G. ANTITRUST

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

H. CONFLICT OF INTEREST

By submitting a bid, Contractor certifies that there does not now exist a relationship between the Contractor and any person or entity which is or gives the appearance of a conflict of interest related to this Participating Addendum.

The Contractor certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the delivery of its goods hereunder or which creates an actual or an appearance of conflict of interest.

The Contractor certifies that it will not employ any individual known by Contractor to have a conflict of interest.

The Parties shall not knowingly, for a period of two (2) years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the ITB or project, or who had any influence on decisions affecting the ITB or project.

I. STATE PROPERTY

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

J. SITE RULES AND REGULATIONS

The Contractor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

K. ADVERTISING

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

L. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at http://nitc.nebraska.gov/standards/2-201.html and ensure that products and/or goods provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

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M. DISASTER RECOVERY/BACK UP PLAN

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods as specified under the specifications in the contract in the event of a disaster.

N. DRUG POLICY

Contractor certifies it maintains a drug free workplace environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

O. WARRANTY

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Contract. For any breach of this warranty, the Contractor shall, for a period of one (1) year from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

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III. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT

Neb. Rev. Stat. §§ 73-501 through 73-509 states," . . . payments shall not be made until contractual deliverable(s) are received and accepted by the State".

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Invoices for payments must be submitted by the Contractor to the State of Nebraska requesting the services with sufficient detail to support payment. The Terms and Conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

If a simple inspection of the goods would reveal nonconformity, notice of nonconformity should be provided to the Contractor as soon as reasonably practical, but not to exceed thirty (30) days from receipt of goods. This includes visual inspection of product to ensure packaging is not damaged, dented or compromised.

E. PAYMENT (Statutory)

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section § 73-506(1)). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §§ 81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal year following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice 30 calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) day written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract (Neb. Rev. Stat. § 84-304 et seq.). The State may audit, and the Contractor shall maintain the information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. In no circumstances will Contractor be required to create or maintain documents not kept in the ordinary course of Contractor's business operations, nor will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within 90 days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

I. UTILIZATION REPORTS Upon request from the State of Nebraska the Contractor shall provide the Utilization Reports.

The provided Utilization Reports shall be in **EXCEL format** and sent to SPB via email to:

as.materielpurchasing@nebraska.gov

The Utilization Reports shall provide, at a minimum, the following information pertaining to the Utilization of contract 15835 OC:

1. Contractor Name;
2. Nebraska Contract number 15385 OC;
3. Nebraska Purchase Order number;
4. Contractor Purchase Order number;
5. Commodity Description;
6. Quantity;
7. Price; and,
8. Agency/Political Subdivision Name.

Utilization Reports should be provided to the State of Nebraska within five (5) business days after request.

IN WITNESS WHEREOF, the parties have executed this Participating Addendum as of the date of execution by both parties below.

Participating Entity: State of Nebraska	Contractor: Scientific Sales, INC.
Signature: DocuSigned by: Amara Block 4CFF2711162A4A2...	Signature: DocuSigned by: Wendi Arnold EA997B2D62BE47D...
Printed Name: Amara Block	Printed Name: Wendi Arnold
Title: DAS Materiel Administrator	Title: Vice President of Sales
Date: 5/3/2023	Date: 5/2/2023

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Admin Minnesota

Office of State Procurement

Room 112 Administration Bldg., 50 Sherburne Ave., St. Paul, MN 55155; Phone: 651.296.2600, Fax: 651.297.3996
Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529.

CONTRACT RELEASE: G-173(5)

DATE: FEBRUARY 14, 2023

PRODUCT/SERVICE: GLASSES: SAFETY PRESCRIPTION

CONTRACT PERIOD: FEBRUARY 14, 2023, THROUGH JANUARY 31, 2024

EXTENSION OPTIONS: 48 MONTHS

ACQUISITION MANAGEMENT SPECIALIST (AMS): PAUL THOMAS

PHONE: 651.201.2462 **E-MAIL:** paul.thomas@state.mn.us **WEB SITE:** www.mmd.admin.state.mn.us

CONTRACT VENDOR	CONTRACT NO.	TERMS	DELIVERY
SCIENTIFIC SALES, INC.	224013	**NET 30**	**10-14 BUSINESS DAYS ARO**

130 VALLEY CT
OAK RIDGE, TN 37830

VENDOR NO: 0000991955-001

DAVID JOHNSON
OFFICE: 800.229.7252 | **FAX:** 865.483.0241 | **EMAIL:** djohnson@scisale.com or optical@scisale.com

CONTRACT USERS. This Contract is available to the following entities as indicated by the checked boxes below

- ☒ State Agencies
- ☒ Cooperative Purchasing Venture (CPV) Members

STATE AGENCY CONTRACT USE. This Contract must be used by State Agencies unless a specific exception is granted in writing by the AMS/Buyer listed above.

STATE AGENCY ORDERING INSTRUCTIONS. Orders are to be placed directly with the Contract Vendor. State Agencies should use a Contract Release Order (CRO) or a Blanket Purchase Order (BPC). The person ordering should include his or her name and phone number. Orders may be submitted via fax.

Contract Release: G-173(5)

Caution: This note serves as a risk advisory and performance expectations of the lens materials available on this contract:

The default/standard lens material on this contract is polycarbonate (plastic). This is a recommended lens material for safety glasses as polycarbonate lenses meet the ANSI Z87.1 Standard for "high impact". In contrast, glass lenses only meet the older "low impact" portion of the Z87.1 Standard requirements. The low impact specification remains in the Z87.1 Standard with a note that glass lenses do not meet the high impact specifications of the same Standard. Simply put, glass lenses could be prone to break and shatter.

Given the above information - The Agency and person(s) with delegated authority should determine if glass lenses are required/approved before any order for glass lenses is processed. It is also recommended to implement a process of documenting who approved the substitute and why they were required over the default polycarbonate lenses.

Overview Employee Ordering Instructions

1. Review the entire Contract Release carefully before processing an order.

2. You will need a *valid* eyewear prescription before ordering prescription safety eyewear. You may receive your eye exam and prescription from a doctor/location of your choice (For avoidance of doubt, you do not need to use the Contract provider or dispensary network found on this Contract). All cost associated with an eye exam/prescription are the responsibility of the employee/end user.

3. Once you have a valid eyewear prescription, find a participating dispensing location. To view all participating dispensary/retail locations on this Contract; use the following link: https://us.hoyasafety.com/ecp.asp. Safety eyewear may only be ordered through one of these approved locations only.

4. Evaluate the Frames Guide linked at the bottom of the Contract Release to review frame options. If needed, use your chosen dispensary as a resource to assist with any questions you may have on frames, lenses, or options while determining selections. If you're interested in viewing sample frames, call ahead to your selected dispensary location as all options may not be available at all locations.

5. When ready to order, use the link below to print an order form *that is specific to your Agency* or have your Agency complete this step for you. If your Agency is not an available selection from the drop-down list; your agency will need to contact the contractor to establish an order form before participating on this contract.

   Link to order forms:
   https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb

   ^Select, "*Ordering Safety Eyewear*" on the landing page.
   Additional instructions on printing an order form are found at the bottom of this Contract Release.

6. Using the printed Order Form, work with your Agency/Buyer to understand all cost responsibilities. Please note, some costs may be your responsibility to pay out-of-pocket at time of order processing based on your selections and what your Agency has elected to cover. Additionally, there may be a predetermined limit that your Agency will cover before you will be responsible to pay out-of-pocket. Please reach out to your Agency/Buyer for additional details on your Agency's max copay amount.

7. Once selections are finalized; your Agency/Buyer should fill out the printed Order Form on the end user/employee's behalf. The Agency/Buyer will completely fill in the boxes next to each end user desired material, frames, and accessory selection. The Agency/Buyer should then enter the Purchase Order Number and the Contract Number 224013 (if not already printed on the Order Form) in the appropriate fields in the header. If required by your Agency, now is the time to get your supervisor's signature on the Order Form (also found in the header information). The Agency/Buyer may give you the order form to take to your dispensary location to finish the ordering process. If you decide to edit any of your chosen selections after the Agency/Buyer hands off the order form; you ***must*** go back to your Agency/Buyer to discuss the new selections. This ensures the purchase order reflects any new cost implications and you understand your new out-of-pocket costs (if applicable).

8. If there are any charges that you the employee/end user are responsible for; these will be taken at time of order processing at the dispensary. If paying with credit card; you will need to obtain a *Secure Card ID*. To protect the confidentiality of customer information as it pertains to credit card data, the Contract Vendor has instituted a way to process your payment information. To protect credit card identities, end users choosing to use credit cards for co-payments will be required to obtain a secure credit card ID number in lieu of your actual credit card number.

   The Secure Card ID token can be obtained here: https://us.hoyasafety.com/gettoken/.
   (Additional Instructions are linked toward the bottom of the Contract Release)

   This step should be completed *before* arriving at your dispensary to submit your order.

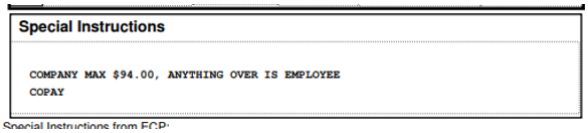
9. Bring your valid prescription, completed order form, Secure Card ID (if applicable) to your chosen dispensary. An eye glass care professional will finalize your order form for processing and take any necessary end user payments at this time.

10. The completed eyewear will be shipped directly to the dispensary location where the order was placed. The dispensary will contact you when eyewear is ready for pick up and perform a fitting if necessary. Please allow up to 10-14 business days for delivery to your dispensary.

Common Questions:

Question: How do I establish an Order Form for my Agency?

If you do not have an order form established for your Agency, an individual with the delegated authority as chosen by your Agency should reach out to the contractor to establish one. Each agency shall determine which selections the Agency will cover, and which selections will be the sole responsibility of the employee/end user to pay out-of-pocket. Additionally, the agency should determine a max amount that they're willing to cover for each employee/end user. The Agency should request that the Contractor hard code that amount in the special instructions field of their Order Form as seen in the example below ($94.00 in the example below is only for demonstrative purposes and the actual Company (e.g., Agency) maximum is solely determined by each Agency):



Question: I'm looking at the Order Form… How do I know who is responsible to pay for each selection?

Every selection on the Order Form, has the cost responsibility represented by a "C" or an "E" under a column titled: *Who Pays* (see below). The cost responsibilities are predetermined by your Agency when the order form is established which means every Agency has their own unique Order Form.

Under the *Who Pays* column of the Order Form: "C" represents a cost that the Company (e.g., Agency) will cover (up to the Agency's predetermined max amount allowed) and an "E" represents a cost that is the sole responsibility of the employee to pay out-of-pocket if chosen.

The example below shows that the Company (e.g., Agency) will pay for Single Vision Lenses if selected because "C" is in the *Who Pays* column.

You may also note that ".00" is under the *Copay Amt* column as highlighted. This does not necessarily mean that this selection represents a $0.00 cost to the Agency. **The actual cost of this selection must be confirmed by reviewing the Price Schedule linked at the bottom of this Contract Release.**



Conversely, all costs where the employee/end user is responsible (identified by an "E") will show the dollar value owed at time of order placement by the employee/end User under the *Copay Amt* column. If any selection has an "E" under the *Who Pays* column; the amount listed is the amount that must be paid out-of-pocket by the employee/end user at time of order placement for that selection. In the below example, the employee/end user will pay $29.20 if they choose frames out of Group D:

Frame Groups	Who Pays	Req	Copay Amt
Group A	C		.00
Group B	C		.00
Group C	E		19.50
Group D	E		29.20

(The Illustration above is an example only and does not to represent any contractual pricing or selection options available)

Helpful Tip(s):

1) Because every Agency Order Form is different, it is **extremely** important to double check that you're using your own Agency Order Form before filling it out. You can identify that it is your Agency's order form by verifying the COMPANY information hard coded into the header of the Order Form.

2) Remember, the Agency/Buyer must **always** use the Price Schedule linked below in this contract release to obtain the actual price to be paid for any **"C"** selections on the Order Form. This will help ensure Purchase Order accuracy.

SCOPE. To provide prescription safety eyewear (e.g., lenses, lens options, frames, and eyewear accessories) to the State of Minnesota, participants in the State of Minnesota's Cooperative Purchasing Venture (CPV) program, and other state governments who may choose to participate (all shall be referred to herein as, "Agency").

The scope of the Contract does not include eye examinations. The employee/end user is responsible for arranging for an eye examination and obtaining the prescription before ordering prescription safety eyewear. All cost associated with an eye examination and prescription are the responsibility of the employee/end user.

EMPLOYEE/END USER ORDER FORM. The contractor will provide and maintain a web-based portal for Agencies or Agency employees/end-users to populate order forms.

Order forms can be found here:
https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb.

Additional instructions on printing order forms are linked at the bottom of the contract release.

An Agency representative with the delegated authority should work with the Contractor to establish an order form if one is not currently available from the location drop-down list on the landing page.

Each Agency will choose their own unique cost coverages regarding what materials the Agency agrees to cover (up to a maximum allowable amount) and what materials the Agency's employee/end-users must pay out-of-pocket (see *Common Questions* above for additional information). Agencies should request that their maximum allowable cost coverages be hardcoded in the Special Instructions field of the order form for quick reference to their buyers/employees/end users. Any Agency covered selection or sum of selections that go over the maximum allowable coverage amount listed in the special instructions field will become the responsibility of the Agency's employee/end-user to pay out-of-pocket at time of order placement. Agencies participating may have their authorized delegate request the contractor make changes to their existing order form as necessary.

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At minimum, the Agency/Buyer should fill out the following header fields with the appropriate information:

- PO Number
- Contract Number (if not already filled in)
- Employee Number
- Employee Department
- Employee Last Name (Auto-populate when order form is created but ensure accurate)
- Employee First Name (Auto-populates when order form is created but ensure accurate)
- Employee Phone (Auto-populates when order form is created but ensure accurate)

Additionally, the following fields are available if the Agency requires supervisor's approval:

- Supervisor Printed Name
- Phone
- Supervisor Signature

Agencies should ensure that all appropriate fields are filled out before providing the order form to the employee/end user.

SELECTIONS AND PRICING. Agencies must use their Agency specific Order Form and the Exhibit D: Price Schedule to discuss cost, coverages, and selections with their employee/end-user. Questions regarding price, quotes, or cost responsibilities that cannot be answered by the Agency should only be addressed with either the contractor and/or State's Authorized Representative(s). For avoidance of doubt, not the dispensary/retail outlets.

Based on the employee/end user's selections, Agencies should then fill in the appropriate boxes on the Order Form that coincide with the selections.

PURCHASE ORDERS. Upon final selection(s), a purchase order will be generated by the Agency to cover all Agency responsible costs (only), up to the maximum allowable cost coverage amount found within the Special Instructions field of the order form. Materials/selections not covered by the Agency or are over the Agency maximum allowed coverage amount are to be paid by the Agency's employee/end-user at time of order placement. The agency should work with the employee/end user to ensure they understand the out-of-pocket expenses that will be due at time of order placement. The Agency must enter the purchase order number and contract number (if not auto populated) onto the Order Form into the identified fields for contractor's invoicing and contract usage reporting purposes.

ORDER PROCESSING. The Employees/end user may bring the order form and all other necessary information to the dispensary to process an order.

If there are any charges that the employee/end user is responsible to cover (which should be discussed between the employee/end user and Agency/Buyer when making selections), you will need to obtain a *Secure Card ID*. To protect the confidentiality of customer information as it pertains to credit card data, the Contract Vendor has instituted a way to process your payment for safety eyewear. To protect credit card identities, employee/end users using credit cards for co-payments will be required to obtain a secure credit card ID number in lieu of your actual credit card number.

The Secure Card ID token can be obtained here: https://us.hoyasafety.com/gettoken/.
^Additional Instructions are linked toward the bottom of the Contract Release.

This step should be completed *before* arriving at your dispensary to submit your order.

CONTRACTOR RESPONSIBILITIES.

1) Ensuring accuracy of the order and that the final product matches the order form selections.
2) Processing orders in a manner that meets delivery expectations.
3) Material/product quality control.
4) Expeditious packaging and shipping.
5) Ensuring the highest level of customer service and satisfaction while the order is processing. Answering any Agency employee/end-user or Agency questions.
6) Calls or emails from an Agency or Agency employee/end-user shall be returned by contractor, dispensary, or retail outlet within one (1) business day during the week (Monday-Friday) with the exclusion of State and Federal holidays.

DISPENSARIES. The contractor will provide and maintain a network of authorized dispensaries and/or retail outlets. Safety eyewear may only be ordered from these approved locations. A link to these locations may be found here: https://us.hoyasafety.com/ecp.asp.

Dispensary Responsibilities:

1) Accepting employee/end user order forms and starting order processing
2) Collecting any employee/end user out-of-pocket costs (if applicable).
3) Answering product questions.
4) Showing sample products/frames on-site at the dispensary (if available)
5) Assisting with product issues
6) Fitting frames.
7) Frame adjustments.
8) Contacting employee/end user when order is ready to be picked-up
9) Providing customer service.

No dispensary and/or retail outlet fees are ever to be charged or paid by the Agency or Employee/End User.

PRODUCT SPECIFICATIONS AND REQUIREMENTS. All safety prescription eyewear and materials (lenses, frames, and side shields) to be provided must meet all specifications of the most current ANSI Z87.1 and OSHA Standards. The default lens material is polycarbonate. Lens power to + or - 9.00 D sphere and 3.00 D cylinder. Physical appearance of lenses should be free of aberrations within a 20 mm radius from the major reference point or optical center. Prior to shipping, lenses (and frames) shall be inspected by the contractor's quality control department with at least a 40-watt light. The inspectors' vision (with or without correction) should be 20/20. Lenses will be fitted and remain tight in the frame. Lenses must not fall out due to regular cleaning or preventative maintenance. Frames will be delivered with proper alignment. All frames are to include side-shields in the cost of the frames, either permanent or detachable. Frame temple tips will not contact the back surface of the lens. An Eyeglass case shall be supplied with all orders for new eyeglasses, free of charge. Cases must be new and free of defects in material and workmanship and must be rigid enough to adequately protect the eyeglasses.

STAFFING. The contractor must be able to provide adequate staffing at all levels necessary to service this Contract. The contractor and contractor's dispensaries and/or retail outlets shall employ sufficient, knowledgeable staff to meet the Contract requirements. The contractor shall provide training and resources to all dispensaries and/or retail outlets to ensure staff is knowledgeable and can meet all Contract requirements.

SHIPPING AND DELIVERY. After receipt of order, the product shall be delivered to the dispensary in a maximum of 10-14 business days. All prices are FOB Destination, prepaid and allowed (freight included in the purchase price).

PRICES. Prices are firm through the initial period of the Contract. After that period, prices may increase. Price increases are not effective until they are approved by the AMS/Buyer. **NOTE:** At no time should the ordering entity pay more than the Contract price found in the Price Schedule linked at the bottom of this contract release. Agencies must contact the

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AMS/Buyer immediately and fill out a Vendor Performance Report if there is a discrepancy between the price on the invoice and the Contract price. The Contractor or Dispensary should NEVER charge a dispensing fee.

ITEMS OFFERED AS NEW. All products, material, supplies and equipment offered and furnished must be new, of current manufacturer production, and must have been formally announced by the manufacturer as being commercially available as of the date of the solicitation opening, unless otherwise stated in this solicitation.

SALES TAX EXEMPT. Minnesota Department of Revenue, Sales Tax Fact Sheet 117D, Prosthetic Devices, lists prescription glasses, repairs, and replacement parts as exempt from sales tax.

PRODUCT WARRANTY. The Contractor warrants to the ordering entity that materials and equipment furnished under the Contract will be free from defects not inherent in the quality required or permitted, and that the work will conform to the requirements of the contract. Work not conforming to these requirements, including substitutions not properly approved and authorized in writing may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If requested, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment used. All installation, materials, and labor shall be guaranteed for a period of one (1) year following the date of final acceptance. During the first year following acceptance, the Contractor shall, upon notification by the ordering entity of any malfunctions, make necessary repairs, including labor, travel, and materials, at the Contractor's expense. Additional Warranty Information is linked at the bottom of this Contract Release.

PAYMENTS. Products shall be billed to and paid for by the ordering State Agency or CPV member.

PURCHASING CARDS. The Contractor must accept a purchasing card for order placement in addition to accepting a purchase order, without passing the processing fees for the purchasing card back to the State. The State's single purchase maximum on the Contract is $5,000 on the purchasing card, but it may be increased with the State's and the Contractor's approval.

MINIMUM ORDER. None.

REVISIONS.

SWIFT LINE #	PRODUCT OR SERVICE	UNITS OF MEASURE	UNSPSC CODE
1.	Glasses: Safety Prescription	EA = Each	46181800

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VERIFYING THE CONTRACT PRICES.
The following information explains the method(s) for calculating and/or confirming the Contract prices.

The Contract(s) was executed with FIXED PRICING. The pricing offered must match or be lower than that detailed herein.

The Contractor or Dispensary should NEVER charge a dispensing fee.

Only accept Contract Vendor quotes that provide itemized Contract pricing (lump sum price quotes must be rejected and reworked by the Contract Vendor to show itemized State Contract pricing).

Prior to accepting an order and/or issuing payment on an invoice, inspect the goods and/or deliverables to ensure they match both the terms and pricing of the Contract.

Contact the AMS/Buyer detailed herein to report any pricing discrepancies or for assistance in confirming/calculating Contract pricing.

LINKS:

Price Schedule click HERE

Frames Guide click HERE

Dispensary Locator: https://us.hoyasafety.com/ecp.asp

Order Forms: https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb

Order Form Print Instructions click HERE

Secure Card ID Token Instructions click HERE

Additional Warranty Information click HERE

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PRICE SCHEDULE
FEBRUARY 01, 2023

POLYCARBONATE (STANDARD/DEFAULT LENS MATERIAL)	MANUFACTURER NAME	UNIT PRICE	UNIT OF MEASURE
Single Vision	Hoya	$ 60.50	Per Pair
Bifocal	Hoya	$ 69.50	Per Pair
Trifocal	Hoya	$ 69.50	Per Pair
Double Segments	Hoya	$ 104.00	Per Pair
Progressive Addition Lens (No line bifocals)	Hoya	$ 104.00	Per Pair

GLASS- THE POLYCARBONATE LENSES ABOVE ARE THE STANDARD/DEFAULT LENS MATERIAL ON THIS CONTRACT. READ ENTIRE CONTRACT RELEASE AND OBTAIN NECESSARY APPROVALS BEFORE ALLOWING FOR THE SUBSTITUTION OF GLASS LENSES.	MANUFACTURER NAME	UNIT PRICE	UNIT OF MEASURE
Single Vision	Hoya (see note below)	$ 60.50	Per Pair
Bifocal	Hoya (see note below)	$ 69.50	Per Pair
Trifocal	Hoya (see note below)	$ 69.50	Per Pair
Progressive Addition Lens (No line bifocals)	Hoya (see note below)	$ 144.00	Per Pair

OTHER LENS MATERIAL OPTIONS	MANUFACTURER NAME	UNIT PRICE	UNIT OF MEASURE
Phoenix Lens Material (Additional $/Upgrade- See Frames Guide for Description)	Hoya	$ 10.00	Per Pair

This note serves as an advisory on risk and performance expectations of the lens materials available on this contract:

The default/standard lens material on this contract is polycarbonate (plastic). This is a recommended lens material for safety glasses as polycarbonate lenses meet the ANSI Z87.1 Standard for "high impact". In contrast, glass lenses only meet the older "low impact" portion of the Z87.1 Standard requirements. The low impact specification remains in the Z87.1 Standard with a note that glass lenses do not meet the high impact specifications of the same Standard. Simply put, glass lenses could be prone to break and shatter.

FRAME GROUPS	FRAME MODEL(S)	MANUFACTURER(S)	INITIAL PURCHASE COST PER EACH	REPLACMENT COST PER EACH
Frame Group - A	F9800, F9900, F6000, A2000, A2500, EAGLE, GUARDIAN	HOYA	$ -	$ 8.00
Frame Group - B	ZT100, DELTA, ALPHA-SV, CARRIER, FOXTROT, SIDEWINDER, ECHO, UVERSE	HOYA	$ -	$ 12.00
Frame Group - C	ALPHA, BETA, GAMMA, 650, DX670, D490, CLASSIC 3, V1000, ZT200, ZT25, SV20, SV26, SVNY, QUANTUM, CRUISER, SVSS1. SVSS11, SVSS12, SVSS14, SVSS3, STREAK	HOYA	$ -	$ 16.00
Frame Group - D	DP600, DP610, DP620, DP720, DP820, CLASSIC 1, CLASSIC 10, CLASSIC 11, CLASSIC 12, GT20, ZT35, ZT45, ZT55, ZT400, OAKLEAF, RANGER, MISFIRE, BATTERY	HOYA	$ 24.50	$ 24.50
Frame Group - E	STEEL 300, STEEL 400, CLASSIC 4, CLASSIC 56, MAXIM AIR SEAL RX, ZT500, ZT500G	HOYA	$ 48.30	$ 48.30
Frame Group - F	HOG, REBEL, TRX, URBAN 6, URBAN 8, ATTITUDE 5, ATTITUDE 6, SVSR5, SVSR4, SVTI1, SVT11	HOYA	$ 59.10	$ 59.10
Frame Group - G	ATTITUDE 3, ATTITUDE 4, WILEY X (ALL WILEY X MODELS FOUND IN FRAMES GUIDE)	HOYA / WILEY X	$ 85.00	$ 85.00

OPTIONS	UNIT PRICE	UNIT OF MEASURE
Photochromatic polycarbonate lenses (cost in addition to Section 1 lens cost)	$ 73.20	Per Pair
Photochromatic glass lenses (cost in addition to Section 1 lens cost)	$ 73.20	Per Pair
Polarized lenses, all colors	$ 59.10	Per Pair
Blue Light Filtering - Ideal for Computer Use	$ 67.00	Per Pair
Anti-Fog	$ 25.00	Per Pair
Anti-Reflective w/ Anti-Fog	$ 57.45	Per Pair
Scratch Protection	$ 30.00	Per Pair
Mirror Coatings (Blue, Silver, Green)	$ 55.00	Per Pair
Polish Edges	$ 10.00	Per Pair

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group A

A2000



Size 54 17•122 | 58 17•122
Color Smoke
Temple Standard
Side Shields Integrated

Size	54	58
A	53.5	58.1
B	32.0	34.2
ED	55.3	57.5

A2500



Size 55 19•131 | 58 20•131
Color Black/Gray
Temple Standard
Side Shields Integrated

Size	55	58
A	55.1	58.0
B	36.1	37.2
ED	57.9	60.9

EAGLE



Size 53 13 | 56 11 | 59 13
Color Smoke
Temple Adjustable
Side Shields Integrated

Size	53	56	59
A	56.1	57.9	61.9
B	41.0	42.2	45.4
ED	56.9	58.5	62.4

F6000



Size 50 13•140 | 53 15•140 | 55 15•145
Color Gray Fade
Temple Standard | Cable 170mm
Side Shields F6000 BrowGuard | BreezeCatcher

Size	50	53	55
A	49.7	52.3	57.1
B	44.3	45.0	50.0
ED	57.1	60.2	62.5

F9800



Size 46 20•145 | 48 20•145
Color Smoke
Temple Standard | Cable 170mm
Side Shields F98/99 BrowGuard | BreezeCatcher | Perforated Full-Cup

Size	46	48
A	45.4	48.0
B	38.6	41.0
ED	49.3	51.7

F9900



Size 50 22•145 | 52 22•145
Color Smoke
Temple Standard | Cable 170mm
Side Shields F98/99 BrowGuard | BreezeCatcher | Perforated Full-Cup

Size	50	52
A	49.7	52.0
B	42.4	45.0
ED	53.6	55.7

Group B

ZT100



Size 53 15 | 57 15 | 62 15
Color Black | Blue/Gray | Gray/Red
Temple Adjustable
Side Shields *Clear | *Black

*(*Permanently Attached Only)*

Size	53	57	62
A	53.5	57.3	61.9
B	35.7	35.5	36.4
ED	54.3	57.6	63.2

Key:

These frames have passed the requirements of a modified ASTM D149-09 test for dielectric strength and did not conduct electricity up to 1,000 volts for 60 seconds.

Designed to wrap around the face and/or seals to help the frame fit closer to wearer's face.

All frames listed in this guide have been tested to and meet the current ANSI standard.

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group C

650



Size 48 16•140 | 50 16•145
Color Brown Marble | Gray Marble
Temple Spring Hinge
Side Shields 650 BrowGuard

Size	48	50
A	47.1	49.5
B	29.8	31.5
ED	47.3	50.1

ALPHA



Size 49 20•130 | 51 20•135
Color Brown | Gunmetal
Temple Standard
Side Shields Alpha BrowGuard

Size	49	51
A	49.2	51.0
B	32.5	35.0
ED	50.4	52.4

BETA



Size 56 18•140 | 58 18•145 | 60 18•145
Color Gunmetal | Black | Gold
Temple Standard
Side Shields Beta BrowGuard

Size	56	58	60
A	55.4	57.3	59.6
B	41.5	43.4	45.0
ED	60.0	62.5	65.0

CLASSIC 3



Size 53 18•145
Color Black Crystal | Tortoise
Temple Spring Hinge
Side Shields CLS3 BrowGuard

Size	53
A	53.0
B	38.3
ED	56.4

D490



Size 54 16•140 | 56 16•145
Color Black Crystal | Brown Amber
Temple Standard
Side Shields D490 BrowGuard

Size	54	56
A	54.3	56.4
B	30.9	33.1
ED	56.1	58.3

DX670



Size 51 19•135 | 53 19•140
Color Olive | Tortoise
Temple Spring Hinge
Side Shields DX670 BrowGuard

Size	51	53
A	51.3	53.4
B	31.3	33.0
ED	53.2	55.7

GAMMA



Size 52 18•140 | 54 18•145
Color Gunmetal | Gold
Temple Standard
Side Shields Gamma BrowGuard

Size	52	54
A	51.9	53.8
B	37.1	39.2
ED	55.5	58.0



Image features ZT35 camouflage frames

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group C

6 Base V1000



Size 52 18•130
Color Wine Fade | Jet
Temple Standard
Side Shields Integrated

Phoenix & Poly Lenses ONLY

Size 52
A 51.3
B 30.4
ED 51.2

8 Base V1000



Size 61 16•130
Color Wine Fade | Jet
Temple Standard
Side Shields Integrated

Rx limitation for 8 base only: plus or minus 4.00D total power, including a -2.00D cylinder

Phoenix & Poly Lenses ONLY

Size 61
A 60.4
B 34.2
ED 59.6

ZT200



Includes Brow Protector & Lanyard
Size 54 20•126
Color Black/Lime Green w/ Crystal or Smoke | Gray/Yellow w/ Crystal or Smoke | Blue w/ Crystal or Smoke | Purple w/ Crystal or Smoke | Camouflage w/ Crystal or Brown
Temple Standard
Side Shields Integrated

Size 54
A 53.7
B 34.1
ED 56.2

6 Base ZT25



Includes Removable Foam Seal
Size 56 21•127
Color Matte Black | Camouflage
Temple Standard
Side Shields Integrated

Phoenix & Poly Lenses ONLY

Size 56
A 55.4
B 32.8
ED 55.3

8 Base ZT25



Includes Removable Foam Seal
Size 61 19•127
Color Matte Black | Camouflage
Temple Standard
Side Shields Integrated

Rx limitation for 8 base only: plus or minus 4.00D total power, including a -2.00D cylinder

Phoenix & Poly Lenses ONLY

Size 61
A 61.3
B 37.1
ED 61.2

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group D

Stainless Steel CLASSIC 1



Size 50 15•130 | 52 15•135
Color Silver | Brown
Temple Spring Hinge
Side Shields CLS1 BrowGuard

Grooved Lenses Required
Phoenix & Poly Lenses ONLY

Size	50	52
A	50.7	52.7
B	33.2	35.3
ED	54.5	56.6

CLASSIC 10



Size 52 16•140
Color Black/Blue | Tortoise/Brown
Temple Standard
Side Shields CLS10 BrowGuard

Size	52
A	52.6
B	38.7
ED	56.4

NEW

CLASSIC 11



Size 54 16•140
Color Black front, Red temples | Green Tortoise
Temple Standard
Side Shields CLS11 BrowGuard

Size	54
A	54.0
B	35.2
ED	57.3

NEW

CLASSIC 12



Size 53 17•135
Color Brown Horn | Blue Marble
Temple Standard
Side Shields CLS12 BrowGuard

Size	53
A	53.0
B	37.6
ED	56.9

NEW

Stainless Steel DP600



Size 52 18•140 | 54 18•140
Color Brown | Silver
Temple Spring Hinge
Side Shields DP600 BrowGuard

Size	52	54
A	52.1	54.4
B	31.7	33.2
ED	54.0	56.3

Stainless Steel DP610



Size 54 18•140 | 56 18•145
Color Brown | Gray
Temple Spring Hinge
Side Shields DP610 BrowGuard

Size	54	56
A	54.3	56.2
B	35.3	37.3
ED	55.4	58.0

Stainless Steel DP620



Size 51 18•140 | 53 18•140
Color Brown | Black
Temple Spring Hinge
Side Shields DP620 BrowGuard

Size	51	53
A	50.6	52.9
B	32.2	33.1
ED	53.0	54.7

DP720



Size 51 19•140 | 53 19•145
Color Matte Grey | Matte Brown
Temple Spring Hinge
Side Shields DP720 BrowGuard

Size	51	53
A	50.5	52.4
B	31.3	33.2
ED	52.6	54.7

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group D

DP820



Size 52 19•140 | 54 19•145
Color Brown | Gunmetal
Temple Spring Hinge
Side Shields DP820 BrowGuard

Grooved Lenses Required
Phoenix & Poly Lenses ONLY

Size	52	54
A	51.8	54.0
B	32.7	34.8
ED	51.8	54.1

goggle GT20



Includes removable Rx insert
Size 50 20 (Rx insert)
Color Black/Blue
Temple Head strap
Side Shields Integrated

Size	50 (Rx insert)
A	49.9
B	33.8
ED	51.0

NEW

ZT35



Includes Removable Skirt Seal, Removable Temples & Temple Replacement Head Strap
Size 57 20•125
Color Matte Gray (Black Trim) | Camouflage | Shiny Black (Blue Trim)
Temple Standard removable
Side Shields Integrated

Size	57
A	57.4
B	37.3
ED	58.5

6 Base ZT45



Includes Removable Foam Seal
Size 54 13•130
Color Black w/ Black Graffiti | Silver | Camouflage
Temple Standard
Side Shields Integrated

Phoenix & Poly Lenses ONLY

Size	54
A	53.7
B	31.9
ED	56.1

8 Base ZT45



Includes Removable Foam Seal
Size 63 13•130
Color Black w/ Black Graffiti | Silver | Camouflage
Temple Standard
Side Shields Integrated

Rx limitation for 8 base only: plus or minus 4.00D total power, including a -2.00D cylinder
Phoenix & Poly Lenses ONLY

Size	63
A	63.2
B	36.6
ED	65.7

ZT55



Includes Removable Foam Seal
Size 57 17•130
Color Charcoal | Crystal w/ Gray Trim | Crystal w/ Orange Trim
Temple Standard with flex tip
Side Shields Integrated

Phoenix & Poly Lenses ONLY

Size	57
A	56.5
B	36.4
ED	60.1

ZT400





Includes Head Strap attached at temple tip
Size 57 15•133
Color Tan w/ Brown or Clear | Black w/ Smoke or Clear | Charcoal w/ Smoke or Clear | Navy w/ Smoke or Clear
Temple Standard with flex tip
Side Shields Integrated

ZT400 classified as non-conductive by design
Phoenix & Poly Lenses ONLY

Size	57
A	56.5
B	33.6
ED	58.0

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group E

Stainless Steel CLASSIC 4



Size 52 19•140 | 55 19•145
Color Black | Tortoise
Temple Spring Hinge
Side Shields CSL4 4 BrowGuard

Size	52	55
A	52.0	55.0
B	33.0	36.0
ED	55.2	58.2

CLASSIC 56



Size 55 17•137
Color Gloss Black | Gloss Demi | Matte Tortoise
Temple Standard
Side Shields BrowGuard (*permanent) featuring Anti-Reflective coating

Size	55
A	54.7
B	39.7
ED	57.3

NEW

MAXIM AIR SEAL Rx



Includes Air Bladder Seal, Removable Temples & Temple Replacement Head Strap

Size 53 26•140
Color Black
Temple Standard removable
Side Shields Integrated

Phoenix & Poly Lenses ONLY

Size	53
A	53.0
B	38.6
ED	60.0

Stainless Steel STEEL 300



Size 50 19•140 | 52 19•145
Color Shiny Gray | Shiny Brown
Temple Spring Hinge
Side Shields STL300 BrowGuard

Size	50	52
A	50.3	52.3
B	35.3	37.2
ED	52.4	55.4

Stainless Steel STEEL 400



Size 49 19•140 | 51 19•145
Color Gray Matte/Brown Matte | Brown Matte/Silver Matte
Temple Spring Hinge
Side Shields STL400 BrowGuard

Size	49	51
A	49.4	51.3
B	34.4	36.5
ED	52.6	54.4

ZT500



Includes Head Strap attached at temple tip
Size 58 18•131
Color Blue | Red
Temple Standard
Side Shields Integrated

ZT500 non-conductive, no metal parts

Size	58
A	58.3
B	38.5
ED	64.4



Image features ZT500 frames

ZT500G



Includes Removable Skirt Seal & Head Strap attached at mid temple
Size 58 18•131
Color Blue | Red
Temple Standard
Side Shields Integrated

ZT500G non-conductive, no metal parts

Size	58
A	58.3
B	38.5
ED	64.4

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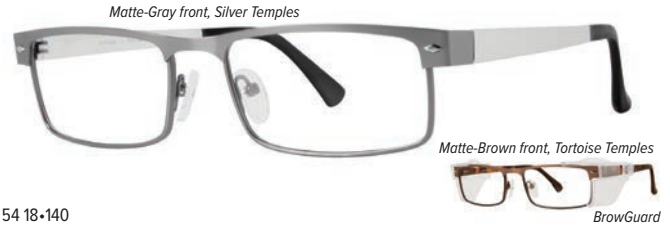
SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group F

Stainless Steel ATTITUDE 5



Size 54 18•140
Color Matte-Gray front, Silver Temples
Matte-Brown front, Tortoise Temples
Temple Spring Hinge
Side Shields ATT 5 BrowGuard

Size	54
A	53.5
B	30.0
ED	54.7

Stainless Steel ATTITUDE 6



Size 48 16•130
Color Matte-Brown front, Ocean Temples
Matte-Violet front, Pink Temples
Temple Spring Hinge
Side Shields ATT 6 BrowGuard

Size	48
A	47.5
B	26.6
ED	48.6

Stainless Steel HOG



Size 55 17•125
Color Black | Brown
Temple Spring Hinge
Side Shields HOG BrowGuard | SteelShield

Size	55
A	55.2
B	32.4
ED	54.9

Stainless Steel REBEL



Size 56 17•135
Color Navy Blue | Gunmetal
Temple Spring Hinge
Side Shields REB BrowGuard | SteelShield

Size	56
A	56.3
B	34.9
ED	58.5

Stainless Steel TRX



Size 57 17•135 | 59 17•140
Color Black | Silver
Temple Spring Hinge
Side Shields TRX BrowGuard | SteelShield

Size	57	59
A	56.9	59.3
B	33.3	35.6
ED	59.8	62.4

URBAN 6



Size 57 16•140
Color Black | Bronze
Temple Spring Hinge
Side Shields URB 6 BrowGuard

Size	57
A	56.9
B	32.9
ED	60.0

URBAN 8



Size 55 18•140
Color Matte Black | Brown
Temple Spring Hinge
Side Shields URB 8 BrowGuard

Size	55
A	55.1
B	32.1
ED	55.3



Image features Stainless Steel Attitude 6

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SafeVision

BY HOYA

Featuring **PENTAX** Brand Safety Frames

Group G

Stainless Steel ATTITUDE 3



Size 52 18•135 | 54 18•140
Color Moss/Dark Gunmetal | Burgundy/Silver
Temple Spring Hinge
Side Shields ATT3 BrowGuard

Grooved Lenses Required
Phoenix & Poly Lenses ONLY

Size	52	54
A	52.2	54.8
B	33.6	34.6
ED	53.7	55.7

Stainless Steel ATTITUDE 4



Size 53 18•135
Color Blue/Silver | Black/Silver
Temple Spring Hinge
Side Shields ATT4 BrowGuard

Grooved Lenses Required
Phoenix & Poly Lenses ONLY

Size	53
A	53.1
B	32.8
ED	54.3

Wiley X frames included with Group G

WILEY X

Please refer to the Wiley X frame guide for the full list and product details.



BrowGuard
- Made from high-impact polycarbonate
- Available in clear or gray
- Detachable



BreezeCatcher
(F9800, F9900 & F6000 only)
- Wire mesh design provides ventilation and helps reduce fogging
- Oxidized, corrosion resistant wire mesh
- Full-cup design
- Tighter-weave 40 mesh
- Permanently attached



Perforated Full-Cup
(F9800 & F9900 only)
- Made from propionate
- Perforated design helps reduce fogging
- Permanently attached



SteelShield
(TRX, Rebel & Hog only)
- Made of stainless steel
- Colors to match frame
- Oxidation & corrosion resistant
- Provides ventilation and helps reduce fogging
- Detachable

SafeVision

BY HOYA

397 State Highway 121 Bypass, Lewisville, TX 75067 | safevision@hoya.com | 800.982.2828 | www.safevision.com

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WILEY X

ABSOLUTE.PREMIUM.PROTECTION.

CLIMATE CONTROL SERIES

WX BOSS

Rx Rim Available for Higher Rxs (Size: 59/23/125)





Removable Facial Cavity Seal - CCBOSG2

Color
CCBOS01F: Gloss Black
CCBOS03D: Matte Black Rx Rim
CCBOS04F: Matte Black
CCBOS12F: **Kryptek® Highlander®**

Side Shields
Integrated

Measurements
Size: 68/18/125
A: 68 B: 42 ED: 71

WX TIDE



Removable Facial Cavity Seal - CCTIDG2

Color
CCTID01F: Matte Black / BLACK OPS (black logo)
CCTID04F: **Matte Hickory Brown**

Side Shields
Integrated

Measurements
Size: 67/18/125
A: 67 B: 37 ED: 69

WX WAVE



Removable Facial Cavity Seal - CCWAVG2

Color
CCWAV01F: **Matte Black / BLACK OPS** (black logo)
CCWAV07F: Gloss Demi

Side Shields
Integrated

Measurements
Size: 64/18/125
A: 64 B: 38 ED: 67

WX ENZO

Rx Rim Available for Higher Rxs (Size: 55/21/125)



Removable Facial Cavity Seal - CCENZG2

Color
CCENZ01F: **Matte Black / BLACK OPS** (black logo)
CCENZ03D: Matte Black Rx Rim

Side Shields
Integrated

Measurements
Size: 64/15/125
A: 64 B: 41 ED: 64

BRICK



Removable Facial Cavity Seal - 85G2

Color
854F: Matte Black / BLACK OPS (black logo)
855F: **Crystal Metallic**

Side Shields
Integrated

Measurements
Size: 63/18/120
A: 63 B: 39 ED: 65

WX GRAVITY

Rx Rim Available for Higher Rxs (Size: 55/20/119)



Removable Facial Cavity Seal - CCGRAG2

Color
CCGRA01F: Matte Black / BLACK OPS (black logo)
CCGRA01D: Matte Black / BLACK OPS With Rx Rim
CCGRA04F: **Black Crystal**
CCGRA12F: Kryptek® Neptune

Side Shields
Integrated

Measurements
Size: 63/17/119
A: 63 B: 40 ED: 63

AIRRAGE



Removable Facial Cavity Seal - 695G2

Color
694F: **Matte Black / BLACK OPS** (black logo)
696F: Gloss Black

Side Shields
Integrated

Measurements
Size: 61/18/124
A: 61 B: 37 ED: 62

WX SLEEK





Removable Facial Cavity Seal - CCSLEG2

Color
CCSLE01F: **Matte Violet**
CCSLE02F: Matte Black

Side Shields
Integrated

Measurements
Size: 60/14/121
A: 60 B: 37 ED: 63

- ALL Climate Control Series frames come with a case, strap & cleaning cloth
- ALL frames meet ANZI Z87.1 safety standard
- ALL frames Rx Ready

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Wiley X frames included with Group G

ACTIVE SERIES



WX OMEGA

Color
ACOME07F: Matte Black
ACOME12F: **Kryptek® Neptune**

Side Shields
Integrated

Measurements
Size: 66/17/125
A: 68 B: 42 ED: 70



WX REBEL

Color
ACREB01F: **Matte Black / BLACK OPS** (black logo)

Side Shields
Integrated

Measurements
Size: 65/18/124
A: 65 B: 40 ED: 68



WX IGNITE

Color
ACIGN01F: **Matte Black / BLACK OPS** (black logo)
ACIGN09F: Matte Black

Side Shields
Integrated

Measurements
Size: 65/18/125
A: 65 B: 39 ED: 66



WX TWISTED

Color
SSTWI01F: **Matte Black / BLACK OPS** (black logo)
SSTWI09F: Matte Gray

Side Shields
Integrated

Measurements
Size: 65/17/125
A: 65 B: 39 ED: 67



SLAY

Color
ACSLA01F: Matte Black / BLACK OPS (black logo)
ACSLA04F: **Gloss Black**

Side Shields
Integrated

Measurements
Size: 65/16/120
A: 65 B: 37 ED: 68



WX PEAK

Color
ACPEA09F: **Matte Black**
ACPEA01F: Gloss Black

Side Shields
Integrated

Measurements
Size: 65/15/130
A: 65 B: 40 ED: 67



WX NASH

Color
ACNAS01F: Matte Black / BLACK OPS (black logo)

Side Shields
Integrated

Measurements
Size: 64/15/125
A: 64 B: 41 ED: 68

■ ALL frames meet ANZI Z87.1 safety standard

SafeVision is proud to partner with WileyX, Inc. to bring you a wider selection of brand name ANSI Z87.1 prescription safety eyewear. As a 33 year old, Veteran founded & family owned business, Wiley X has remained at the forefront of protection, utilizing the same technologies that keep the military safe to protect those who rely on eye protection on the job.

Wiley X's ABSOLUTE.PREMIUM.PROTECTION.™ and contemporary designs have become a favorite of outdoor enthusiasts, on the job workers, and athletes, both young and old. Wiley X eyewear gives wearers the freedom to feel safe knowing that their eyes are protected under any extreme situation.

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Wiley X frames included with Group G

ACTIVE SERIES



WX KINGPIN

Spring Hinges

Color
ACKNG02F: **Matte Demi**
ACKNG04F: Matte Black
ACKNG09F: Matte Graphite

Side Shields
Integrated

Measurements
Size: 60/19/122
A: 60 B: 40 ED: 63



WX VALLUS

Color
ACVLS01F: **Matte Graphite**
ACVLS05F: Matte Black

Side Shields
Integrated

Measurements
Size: 63/15/128
A: 63 B: 42 ED: 66



P-17

Color
P-17F: Gloss Black
P-17NPF: **Gloss Demi**
P-17MF: Matte Black
P-17RF: Black Crystal

Side Shields
Integrated

Measurements
Size: 61/18/120
A: 61 B: 36 ED: 63



WX ASPECT

Spring Hinges

Color
ACASP06F: **Matte Demi**
ACASP01F: Matte Black

Side Shields
Integrated

Measurements
Size: 60/18/130
A: 60 B: 42 ED: 63



WX KOBE

Color
ACKOB02F: Matte Black
ACKOB04F: **Gloss Hickory Brown**

Side Shields
Integrated

Measurements
Size: 60/18/118
A: 60 B: 41 ED: 66



WX CENSOR

Color
SSCEN01F: Matte Black / BLACK OPS (black logo)

Side Shields
Integrated

Measurements
Size: 61/16/119
A: 61 B: 37 ED: 61

■ **ALL Active Series frames come with a case, strap & cleaning cloth**

■ **ALL frames Rx Ready**

Phoenix Lens Material:

A superior lens material that is tough enough to withstand virtually anything your employees can dish out.

- Includes HOYA Clarity Shield with scratch protection
- Tough against harsh chemicals and solvents which typically crack polycarbonate lenses.
- High Impact resistance - impact rated per ANSI Z87.1 safety standard and withstands the impact from a 1/4" diameter steel ball traveling at over 100 mph
- Temperature resistant
- Lightest lens material possible
- Provides 100% UVA and UVB protection

Clear Away Easy Clean Coating:

- Base coat of HOYA SuperCote™ SRC provides superior scratch resistance and enhanced durability compared to a standard hard coat
- Easy clean, stain resistant top coating provides better visibility and easier maintenance with protection from dust, dirt, grime, water spots, paint splatter and finger prints

Anti-Fog Coating:

- Provides clearer vision in steamy or humid conditions
- Primer-based application process forms an integral bond with the lens for lasting anti-fog protection
- Guaranteed for 1 year against defects & delamination

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Wiley X frames included with Group G

WILEY X

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WORKSIGHT SERIES



WX EPIC

Color
WSEPC01: Matte Black
WSEPC04: **Matte Hickory Brown**

Side Shields
Removable

Measurements
Size: 55/17/145
A: 55 B: 38 ED: 61



WX CONTOUR

Color
WSCON01 : Matte Black
WSCON05: **Gloss Black / Brown Stripe**

Side Shields
Removable

Measurements
Size: 54/17/140
A: 54 B: 36 ED: 54



WX VIRTUE

Color
WSVRT01: Gloss Black
WSVRT02: **Gloss Ruby w/ Red Demi Frame**
WSVRT05: Gloss Midnight Blue w/ Lilac Demi

Side Shields
Removable

Measurements
Size: 53/16/140
A: 53 B: 33 ED: 57



WX SERENITY

Color
WSSRN04: Gloss Brown Demi w/ Champange
WSSRN05: **Gloss Crystal Red w/ Red Stripes**
WSSRN06: Gloss Black w/ Olive Demi

Side Shields
Removable

Measurements
Size: 53/16/145
A: 53 B: 38 ED: 57



WX PROFILE

Color
WSPRF01: Matte Black
WSPRF03: Matte Hickory Brown
WSPRF04: **Gloss Brown Demi**

Side Shields
Removable

Measurements
Size: 54/17/140
A: 54 B: 36 ED: 55



WX JUDGE

Color
WSJDG01: Matte Black
WSJDG03: Gloss Black to Clear Fade
WSJDG04: **Gloss Brown Clear Fade w/ Brown Demi**

Side Shields
Removable

Measurements
Size: 55/18/150
A: 55 B: 38 ED: 59



WX AXIS

Color
WSAXI01: **Matte Gunmetal w/ Matte Green Temples**
WSAXI02: Matte Brown w/ Matte Demi Temples
WSAXI03: Matte Silver w/ Gloss Black Temples

Side Shields
Removable

Measurements
Size: 58/16/140
A: 58 B: 35 ED: 62



WX FUSION

Color
WSFSN01: **Matte Black w/ Dark Gunmetal Temples**
WSFSN02: Gold w/ Pink Temples
WSFSN03: Matte Rose Gold w/ Pink Demi Temples
WSFSN04: Matte Silver w/ Black Demi Temples

Side Shields
Removable

Measurements
Size: 53/16/140
A: 53 B: 32 ED: 57

- ALL WorkSight Series frames come with case, cleaning cloth & removable side shields
  - Permanent side shields are available for purchase
- ALL frames meet ANZI Z87.1 safety standard
- ALL frames Rx Ready

SafeVision
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Eye Care Professionals

An appointment may be required to be fitted for your safety eyewear.
We highly recommend contacting the eye care provider in advance.

Eye Care Professional	Address
NEBRASKA EYE INST	2550 SUPERIOR ST STE 150 LINCOLN, NE 68521 Tel: 402-435-1166 Fax: 402-435-1194
BETHANY VISION CLINIC	1171 N COTNER BLVD LINCOLN, NE 68505 Tel: 402-466-6070 Fax: 402-466-6178
OPTICAL GALLERY	1550 S CODDINGTON STE V DR KIM RAYMOND LINCOLN, NE 68522 Tel: 402-470-0074 Fax: 402-261-5855
BRADLEY BLUMENSTOCK OD	1501 PINE LAKE RD STE 1 LINCOLN, NE 68512 Tel: 402-421-7773 Fax: 402-421-7859
SIGNATURE EYE CARE PC	5630 S 84TH ST STE 120 LINCOLN, NE 68516 Tel: 402-488-2211 Fax: 402-488-2218
BESSLER FAMILY EYE CARE	1119 MAIN AVE CRETE, NE 68333 Tel: 402-826-2246 Fax: 402-826-3612
SYRACUSE FAMILY OPTICAL	135 9TH STREET PO BOX 10 SYRACUSE, NE 68446 Tel: 402-269-2321
TIBURON FAMILY EYECARE	11314 WICKERSHAM BLVD STE 300 GRETNA, NE 68028 Tel: 402-933-5775 Fax: 402-932-8536
RADIANT FAMILY EYECARE LLC	20330 VETERANS DR STE 4 ELKHORN, NE 68022 Tel: 402-885-7695 Fax: 402-884-2885
EYECARE SPECIALTIES	2005 EAST COURT ST BEATRICE, NE 68310 Tel: 402-223-4098 Fax: 402-223-5286
OPTICAL GALLERY	566 SARGENT STREET BEATRICE, NE 68310 Tel: 402-223-2950 Fax: 402-223-5320
ADVANCED FAMILY EYECARE	14450 EAGLE RUN DR STE 140 OMAHA, NE 68116 Tel: 402-884-0776 Fax: 402-884-0749
EYE CARE WEST PC	3304 S 143RD PLZ OMAHA, NE 68144 Tel: 402-334-9100 Fax: 402-330-4906
SCHMIDT FAMILY EYE CARE	1035 E 23RD STREET FREMONT, NE 68025 Tel: 402-727-0909 Fax: 402-721-1825
AMY J DEVRIES OD	DBA FREMONT VISION SOURCE 2955 E ELK LANE FREMONT, NE 68025 Tel: 402-721-8032 Fax: 402-721-2874
EYECARE SPECIALTIES PC	3220 EAST ELK LN STE 200 FREMONT, NE 68025 Tel: 402-727-9220 Fax: 402-727-5625

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	FREMONT, NE 68025 Tel: 402-727-9220 Fax: 402-727-5625
BLOOM OPTICAL	2921 N CLARKSON FREMONT, NE 68025 Tel: 402-721-8823 Fax: 402-721-2482
SARANNE OPTICAL	320 N 76TH ST DO NOT MAIL INVOICES OMAHA, NE 68114 Tel: 402-551-1639 Fax: 402-558-8439
EYECARE ASSOCIATES	222 EAST 6TH ST PO BOX 176 YORK, NE 68467 Tel: 402-362-4592 Fax: 402-362-2794
CROTTY & CROTTY PC	121 N 8TH ST NEBRASKA CITY, NE 68410 Tel: 402-873-6696 Fax: 402-873-5149
EYE PHYSICIANS PC #1	3772 43RD AVENUE PO BOX 1275 COLUMBUS, NE 68601 Tel: 402-563-3686 Fax: 402-563-3084
OPTOMETRIC CENTER	3702 23RD ST COLUMBUS, NE 68601 Tel: 402-564-2020 Fax: 402-563-2020
UNITY EYE CENTERS	605 23RD ST COLUMBUS, NE 68601 Tel: 402-564-0545 Fax: 402-564-0078
VISION SPECIALISTS	2514 W BROADWAY COUNCIL BLUFFS, IA 51501 Tel: 712-322-3097 Fax: 712-322-4130
WAL-MART STORE #30-0774	ATTN VISION CENTER 818 E 23RD COLUMBUS, NE 68601 Tel: 402-564-0474 Fax: 402-562-5488
OLSON EYE CARE	320 MCKENZIE AVE STE 206 COUNCIL BLUFFS, IA 51503 Tel: 712-256-1111 Fax: 712-256-1549
LIFETIME VISION CENTER	922 ALDEN DR AUBURN, NE 68305 Tel: 402-274-3218
BLAIR EYE ASSOCIATES LLC	257 S 19TH ST BLAIR, NE 68008 Tel: 402-426-4601
VISION CARE CLINIC PC	210 SOUTH 17TH ST BLAIR, NE 68008 Tel: 402-426-2119 Fax: 402-426-2120
SUTTON VISION CENTER	103 N SAUNDERS AVE JESSICA MOORE OD SUTTON, NE 68979 Tel: 402-773-5616 Fax: 402-773-5622
NORTHEAST EYECARE	101 W DECATUR ST PO BOX 367 WEST POINT, NE 68788 Tel: 402-372-3266 Fax: 402-372-5736
THE EYE DOCTORS MARYSVILLE	1300 BROADWAY MARYSVILLE, KS 66508 Tel: 785-562-5111 Fax: 785-562-1050
BLUE RIVER EYECARE	KURT R OLSON 715 BROADWAY MARYSVILLE, KS 66508 Tel: 785-562-2631 Fax: 785-562-4006
EYE CARE ASSOC OF SW IOWA	505 WEST SHERIDAN PO BOX 510 SHENANDOAH, IA 51601 Tel: 712-246-1786 Fax: 712-246-1182

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	Fax: 712-246-1182
FAMILY EYECARE	3540 PRAIRIEVIEW STREET SUITE 100 GRAND ISLAND, NE 68803 Tel: 308-384-6922 Fax: 308-384-7824
PRECISION VISION	724 NORTH DIERS AVE GRAND ISLAND, NE 68803 Tel: 308-384-9505 Fax: 308-384-4939
EYE PHYSICIANS	432 W. MAIN ST PO BX 351 ALBION, NE 68620 Tel: 402-395-2627
DANIEL T LANTZ OD	203 S 16TH ST PO BOX 257 CLARINDA, IA 51632 Tel: 712-542-6521 Fax: 712-542-4209
UNITY EYE CENTERS	3610 W NORFOLK AVE NORFOLK, NE 68701 Tel: 402-371-8230 Fax: 402-371-3911
EYE DOCTORS OF KANSAS-HIAWATHA	109 S 6TH STREET A HIAWATHA, KS 66434 Tel: 785-742-3631 Fax: 785-742-7135
DR ERIC C MCPEAK OD	706 OREGON STREET PO BOX 336 HIAWATHA, KS 66434 Tel: 785-752-3021 Fax: 785-742-3061
MAGNUSON HOPKINS EYECARE, PC	1112 WEST 7TH ST WAYNE, NE 68787 Tel: 402-375-5160 Fax: 402-375-3302
WAYNE EYECARE PC	313 MAIN ST WAYNE, NE 68787 Tel: 402-375-2020 Fax: 402-375-2021

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Ordering Process

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1. Navigate to: https://us.hoyasafety.com/login.asp?USER=mndot_adm&PWD=f0e25715d23c75f1b2f410da65140bdb

2. Once on the landing page, Select/Click "*Ordering Safety Eyewear*".

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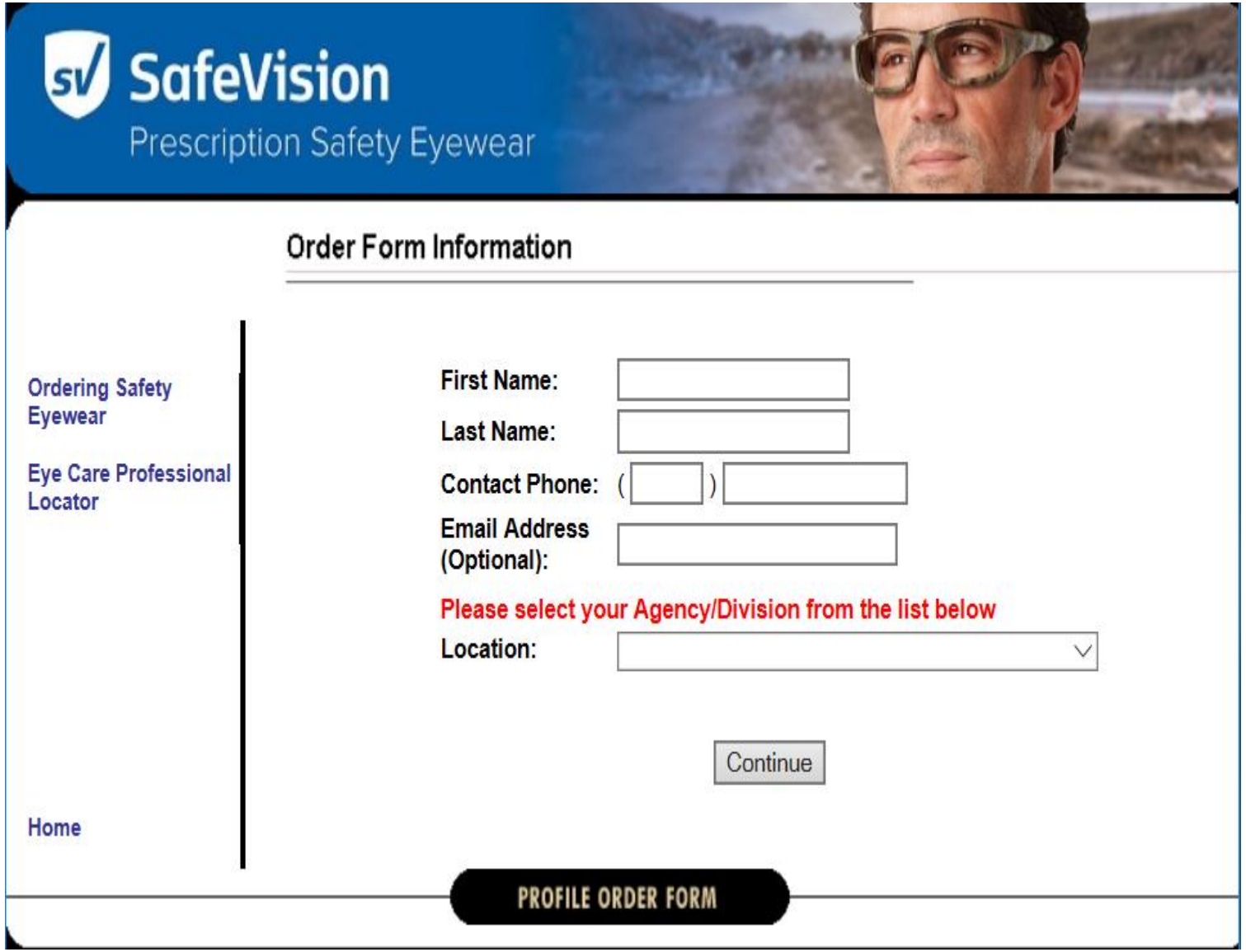

3. On the next page, enter:
   - First Name
   - Last Name
   - Phone Number
   - Email Address (Optional)

4. Select your Location (Agency) from the drop-down list. If your Location (Agency) is not on the list; you must stop and have an individual with authorized authority contact the Contractor to establish an Order Form for your Agency. **DO NOT** use another Agency order form as all Order Forms are uniquely tailored.

5. Click "Continue" after confirming all details are accurate.

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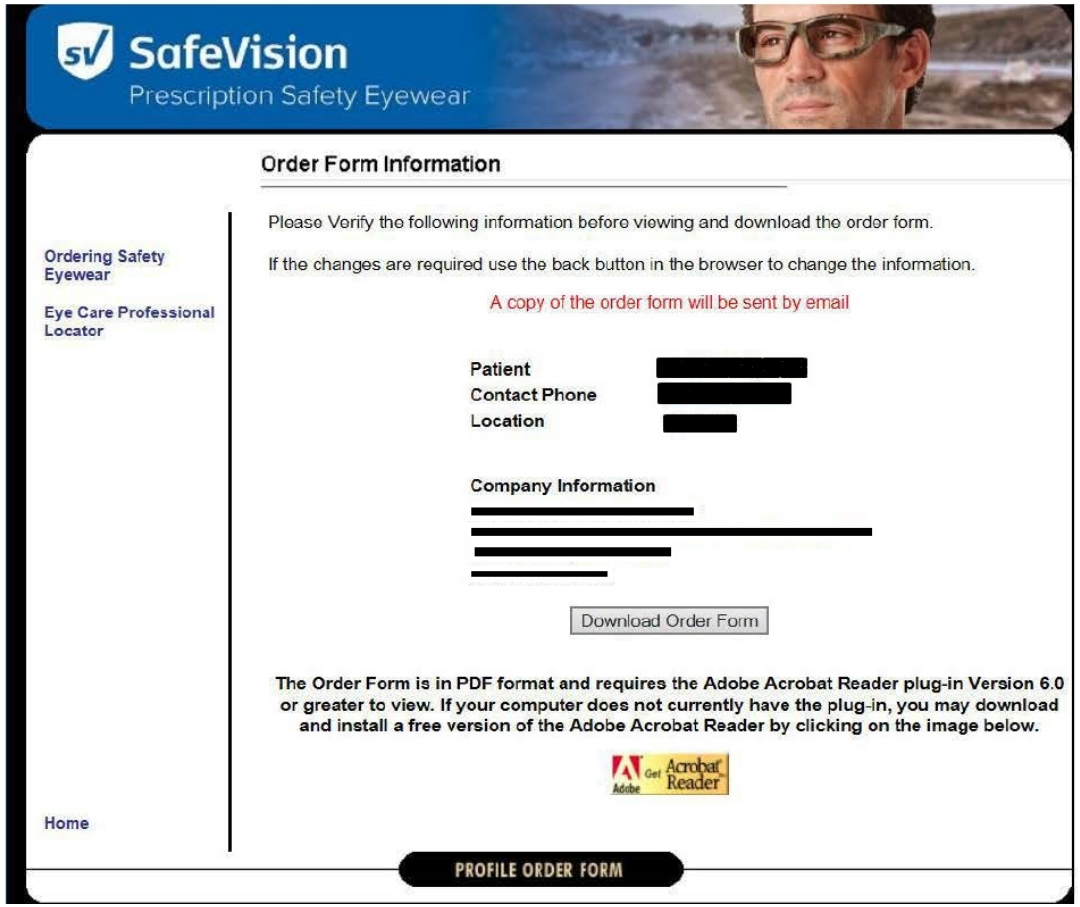

6. On the next screen, verify your name (Patient), contact phone, location and Agency (Company Information) are correct.

7. Select/Click, "Download Order Form"

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8. A pop-up window will appear to download the order form.

Click the green line to download the order form.

A new download should start and pop-up on your desktop to open.

Your order form should populate with employee/end-user, department, and location information. This is the order form which the Agency/Buyer fills out and that the employee/end-user will take to the dispensary to complete the ordering process.

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Employee Costs/Secure ID Instructions



- Visit https://us.hoyasafety.com/gettoken

- Fill out all the required fields.
  - By providing an email address a copy of the receipt will be sent to the employee.

- The Credit Card information will then be encrypted and a new SCCID will be used for ordering eye-wear.

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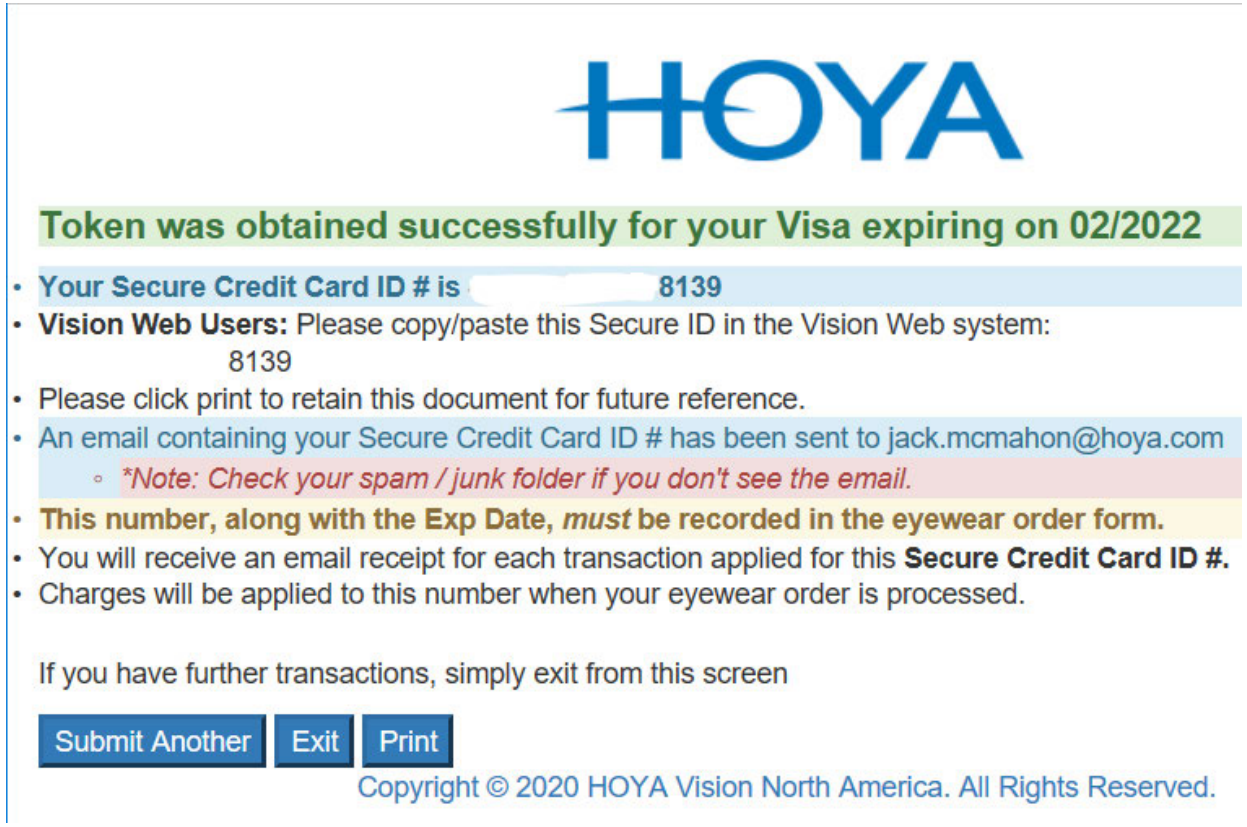
Employee Costs/Secure ID Instructions



HOYA

Token was obtained successfully for your Visa expiring on 02/2022

- **Your Secure Credit Card ID # is** [redacted] **8139**
- **Vision Web Users:** Please copy/paste this Secure ID in the Vision Web system:
  8139
- Please click print to retain this document for future reference.
- An email containing your Secure Credit Card ID # has been sent to jack.mcmahon@hoya.com
  - **Note: Check your spam / junk folder if you don't see the email.*
- **This number, along with the Exp Date, *must* be recorded in the eyewear order form.**
- You will receive an email receipt for each transaction applied for this **Secure Credit Card ID #.**
- Charges will be applied to this number when your eyewear order is processed.

If you have further transactions, simply exit from this screen

Submit Another | Exit | Print

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- After submitting the information a new 16-digit SCCID will be created.
  - The first and last 4 digits will match the card
  - The exp. date will match the card
- An email with a copy of the SCCID will be sent to the employee.
- This SCCID needs to be added to the order form before the order will be processed by the dispensary.
- The SCCID is valid as long as the card information is still current.

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PRESCRIPTION POLICY

SafeVision urges employees to visit their Eye Care Professional annually to ensure their prescription is accurate and their eyes are healthy. As part of our focus on the health and safety of the workforce, Hoya recommends annual checkups, but requires that all eyewear prescriptions be less than two years old.

HAZARD ASSESSMENT POLICY

It is the responsibility of the plant owner or safety director to conduct a hazard assessment for the workplace and determine the appropriate eyewear protection required for each job. SafeVision offers a wide selection of frames, lenses and coatings for review by plant officials.

WARRANTIES

At SafeVision, we stand behind our quality and service 100%. Our goal is to consistently provide exceptional service and quality products at the best value. To meet this goal, we have structured our policies to be flexible and responsive to all your safety eyewear needs. All lens, coating and frame warranties commence at the invoice date. Coverage is listed below. All warranties are null and void in the event of improper care or abuse.

Product	Covered	Months	Product	Covered	Months
Phoenix Lenses	Defects & Scratches	24	Polycarbonate Lenses	Mfg. Defects Only	12
HOYA Recharge	Defects & Scratches	24	HOYA ClearAway Easy Clean	Defects & Scratches	12
HOYA Super Hi-Vision EX3	Defects & Scratches	24	HOYA Clarity Shield	Defects & Scratches	12
Hi-Vision	Defects & Scratches	24	HOYA Anti-Fog (AF) Coating	Mfg. Defects Only	12
			HOYA Anti-Reflective (AR) with Anti-Fog (AF)	Defects & Scratches	12
			PENTAX Branded Frames	Mfg. Defects Only	12

GLASS AND PLASTIC LENSES (NON-IMPACT RATED PER ANSI STANDARD)

SafeVision does not recommend Glass or Plastic lenses for work hazards involving potential impact because they are not rated per the ANSI Z87.1 Standard. Hoya offers a 6-month warranty on Glass and Plastic lenses for manufacturers defects only. No scratch warranty is offered on these lens materials.

PROGRESSIVE LENS WARRANTY

SafeVision offers a 4-month employee satisfaction guarantee. Should an employee become dissatisfied with their Hoya progressive lenses within 4 months of the invoice date, Hoya will remake the progressive lenses one time, at no charge.

PRESCRIPTION & FRAME CHANGES

DOCTOR'S CHANGES – RX & FIT

Hoya will replace doctor's prescription/order change, one time per order, at no charge. The change must be within 6 months of the invoice date and within the original invoice amount. More expensive replacements will be charged the price difference.

CANCELLATIONS

If lenses are not yet in process, usually within 12 hours, prescription changes can be made at no charge. If lenses are already in process, this change will be considered as the one-time Doctors Change listed above. If lenses have shipped, no credit will be issued.

EMPLOYEE PREFERENCE CHANGES

Changes due to employee preference are not warranted but will be accommodated one time per order. Employees must keep the company-paid first pair. If within 2 months, the employee wishes to purchase a more preferred pair, it must meet the company profile. A 50% discount off the employer's price will apply. The employee may be responsible for the cost of the new eyewear based on the company program.

LAB REMAKES

Hoya will replace any lab errors, if within 6 months of the invoice date and within the original invoice amount. More expensive replacements will be charged the price difference.

REPLACING LENSES (Warranty & New Prescriptions)

PLEASE BE ADVISED OF THE FOLLOWING CAUTIONS. If an ECP requests safety lenses as replacements whether for warranty or any other reason, insertion of safety lenses is considered part of the manufacturing process. As such, ECPs conducting this operation essentially become a manufacturer of safety eyewear, with the duties and responsibilities that apply. It is the responsibility of those inserting lenses in safety fames to thoroughly check the fit of the lenses into the frame groove. The frame must also be inspected for any damage or weakness from previous use.

Hoya requires circumference dimensions when ordering just lenses. If lenses do not fit properly; the frame must be sent to the lab for tracing and lens remake. Used frames over 2 years old shall be replaced, at the employee's expense, with new frames, since the integrity and strength cannot be assured. Discontinued frames must be less than 2 years old and must be sent to the lab for tracing.

USER SUPPLIED FRAMES

Hoya will not warrant any lab breakage of a previously used, employee supplied frame.
All user supplied safety frames must be marked with Z87-2+ on the frame, per the ANSI Standard Z87.1 for Rx spectacles. The Standard lists frames marked Z87 or Z87+ as non-prescription (plano) frames. It is Hoya's policy to not make prescription lenses for these plano marked frames, without specific documentation from the frame manufacturer that they meet the standard for Rx-able (spectacle) frames.

EMPLOYEE CO-PAY

Hoya no longer accepts personal checks or money orders for employee co-pay orders. A credit card secured through SCCID must be used.

AWAITING REPLACEMENT EYEWEAR

Employees waiting for their replacement safety eyewear should consult their company for recommended temporary eye protection. Damaged frames or lenses should not be worn in the workplace as they can compromise the safety of the employee. Any warranty replacement claim should be made through Customer Excellence Center at 800-982-2828. A Return Material Authorization (RMA) number will be assigned.

Certificate Of Completion

Envelope Id: 51F8468E-F007-471C-8A83-A7A15C9AF450
Status: Completed
Subject: Complete with Docusign: 15835 CC - Contract & Amendment - ready for NDOT signature.pdf
Source Envelope:
Document Pages: 81
Signatures: 2
Envelope Originator:
Certificate Pages: 1
Initials: 1
Sarah Falk
AutoNav: Enabled
1500 Hwy 2
EnvelopeId Stamping: Enabled
Lincoln, NE 68502
Time Zone: (UTC-06:00) Central Time (US & Canada)
Sarah.Falk@nebraska.gov
IP Address: 164.119.5.8

Record Tracking

Status: Original
11/6/2025 12:08:58 PM
Holder: Sarah Falk
Sarah.Falk@nebraska.gov
Location: DocuSign

Signer Events	Signature	Timestamp
Rita Kucera rita.kucera@nebraska.gov NDOT Materiel Administrator Security Level: Email, Account Authentication (None)	Signed by: Rita Kucera 97519D62FFCF460... Signature Adoption: Pre-selected Style Using IP Address: 164.119.5.222	Sent: 11/6/2025 12:12:49 PM Viewed: 11/6/2025 2:27:38 PM Signed: 11/6/2025 2:30:04 PM

Electronic Record and Signature Disclosure:
Not Offered via Docusign

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	11/6/2025 12:12:49 PM
Certified Delivered	Security Checked	11/6/2025 2:27:38 PM
Signing Complete	Security Checked	11/6/2025 2:30:04 PM
Completed	Security Checked	11/6/2025 2:30:04 PM

Payment Events	Status	Timestamps