

# Safety Glass Contract Agreement

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This AGREEMENT made and entered into by and between Heartland Optical, hereinafter called "Supplier", and the CITY OF GRAND ISLAND, NEBRASKA, hereinafter called the City.

WITNESSETH:

THAT, WHEREAS, in accordance with law, the City has caused contract documents to be prepared and an advertisement called for quotes to be published for furnishing SAFETY GLASSES; and

WHEREAS, the City, in the manner prescribed by law, has reviewed, examined, and canvassed the quotes submitted, and has determined the aforesaid Heartland Optical, to be the lowest responsive and responsible Safety Glass vendor, and has duly awarded them a contract therefore, for the sum or sums names in their quote, a copy thereof being attached to and made a part of this contract;

NOW, THEREFORE, in consideration of the compensation to be paid to Heartland Optical, and of the mutual agreements herein contained, the parties have agreed and hereby agree, the City for itself and its successors, and Heartland Optical for itself, and its successor, as follows:

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

1. This Contract Agreement.
2. The City of Grand Island's Specification for Safety Glasses.
3. Heartland Optical's quote signed and dated October 21, 2019.

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

ARTICLE II. That Heartland Optical shall: (a) furnish all materials (frames and lenses); (b) provide and perform all necessary labor; and (c) in a good and substantial and workmanlike manner and in accordance with the requirements, stipulations, provisions, and conditions of the contract documents as listed in the attached General Specifications, said document forming the contract and being as fully a part thereof as if repeated verbatim herein, perform, execute, and complete all work included in and

covered by the City's official award of this contract to Heartland Optical such award being based on the acceptance by the City of Grand Island's quote.

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

ARTICLE IV. Heartland Optical, hereby agrees to act as agent for the City in purchasing materials and supplies for the City for Safety Glasses. The City shall be obligated to the vendor of the materials and supplies for the purchase price, but Heartland Optical, shall handle all payments hereunder on behalf of the City. The vendor shall make demand or claim for payment of the purchase price from the City by submitting an invoice to:

The City of Grand Island  
Utilities Administration  
PO Box 1968  
Grand Island NE 68802-1968

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

ARTICLE V. The contract shall go into effect **January 1, 2020**, and remain into effect until **December 31, 2022**.

ARTICLE VI. Heartland Optical, agrees to comply with all applicable State Fair Labor Standards in the execution of this contract as required by Section 73-102, R.R.S. 1943. They further agree to comply with the provisions of Section 48-657, R.R.S., 1943, pertaining to contributions to the Unemployment Compensation Fund of the State of Nebraska. During the performance of this contract, Heartland Optical agrees not to discriminate in hiring or any other employment practice on the basis of race, color, religion, sex, national origin, age or disability. Heartland Optical agrees to maintain a drug-free workplace policy and will provide a copy of the policy to the City upon request.

**GRATUITIES and KICKBACKS**

City Code states that it is unethical for any person to offer, give, or agree to give any City employee or former City employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, pertaining to any program requirement

or a contract or subcontract, or to any solicitation or proposal therefore. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement of the award of a subcontract or order.

Heartland Optical

By: Thomas Cook Date: 11-7-2019

Title: President

CITY OF GRAND ISLAND, NEBRASKA

By: Roger G. Steele Date: 11/13/19  
Roger G. Steele, Mayor

Attest: RaNae Edwards  
RaNae Edwards, City Clerk

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

Dacy R. Wankel Date: 11/12/19  
Attorney for the City of Grand Island