

**Amendment to Agreement for
On-Site Secure Document Shredding - State of Nebraska Contract 56939 04
City of Lincoln/Lancaster County/ Lincoln-Lancaster County
Public Building Commission
(First Renewal)**

This Amendment is hereby entered into on this 16 day of July, 2014, by and between Datashield Corporation, 1528 N. 16th Street, Omaha, NE 68110 (hereinafter "Contractor") and the City of Lincoln, Lancaster County and Lincoln-Lancaster County Public Building Commission (hereinafter "Owners"), for the purpose of renewing the Agreement D.O. 10038, dated September 30, 2013, and C-13-0495, date October 3, 2013, (the "Agreement"), for On-Site Secure Document Shredding - State of Nebraska Contract 56939 04, which is made a part of this amendment by this reference.

WHEREAS, the original term of the Agreement is July 15, 2013 thru July 14, 2014. Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual agreement by both parties for four (4) additional one (1) year terms not to exceed the term of the current State of Nebraska and Datashield contract.

WHEREAS, the parties wish to renew the agreement for an additional one (1) year term from July 15, 2014 thru July 14, 2015;

WHEREAS, the estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,500.00 without prior approval by the City of Lincoln.

WHEREAS, the estimated expenditures for Lancaster County Departments and Public Building Commission for the term of this renewal shall not exceed \$3,500.00 without prior approval of the Lancaster County Board of Commissioners and Public Building Commission.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants contained in the Agreement, under City D.O. 10038 and County Contract C-13-0495, and stated herein the parties agree as follows:

- 1) The Agreement shall be renewed for an additional one (1) year term from July 15, 2014 thru July 14, 2015.
- 2) The estimated expenditures for City Departments for the term of this renewal shall not exceed \$1,500.00 without prior approval by the City of Lincoln.
- 3) The estimated expenditures for Lancaster County Departments and Public Building Commission for the term of this renewal shall not exceed \$3,500.00 without prior approval of the Lancaster County Board of Commissioners and Public Building Commission.
- 4) All other terms of the Agreement, not in conflict with this Amendment, shall remain in full force and effect.

The Parties do hereby agree to all the terms and conditions of this Amendment. This Amendment shall be binding upon the parties, their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

IN WITNESS WHEREOF, the Parties do hereby execute this Amendment.

Lancaster County Board of Commissioners Signatures

Executed this 21 day of July, 2014

[Signature]
[Signature]
[Signature]
[Signature]
[Signature]

City of Lincoln

Executed this 17th day of July, 2014

[Signature]
 Finance Director
 Approved by Directorial Order No. 11453

Lincoln-Lancaster County Public Building Commission

Executed this 22nd day of August, 2014

[Signature]
 Chairperson

Supplier, please sign and date. Mail back to our office; a faxed copy is not acceptable.

Company Name: (PLEASE PRINT)	Data Shield Corporation
By: (PLEASE PRINT)	Brian Gubels
By: (PLEASE SIGN)	<u>[Signature]</u>
Title:	Pces
Company Address: (PLEASE PRINT)	1528 N 16 St
Company Phone & Fax: (PLEASE PRINT)	402-898-5000
E-Mail Address: (PLEASE PRINT)	brian@datashieldcorp.com
Contact Person for: "Orders or Service" and Phone Number: (Please Print)	Charlene, 402-898-5000

CONTRACT DOCUMENTS

**CITY OF LINCOLN, NEBRASKA,
LANCASTER COUNTY,
LINCOLN - LANCASTER COUNTY
PUBLIC BUILDING COMMISSION**

On-Site Secure Document Shredding
State of Nebraska Contract 56939 04

**Contractor:
Datashield Corporation
1528 N. 16th Street
Omaha, NE 68110
402-898-5000**

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
56939 04

PAGE 1 of 6	ORDER DATE 06/10/14
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	
VENDOR ADDRESS: DATASHIELD CORPORATION 1528 N 16TH ST OMAHA NEBRASKA 68110-2407	

THE CONTRACT PERIOD IS:

JULY 15, 2014 THROUGH JULY 14, 2015

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR 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 4422 Z1

Contract to supply and deliver On-Site Secure Document Shredding to the State of Nebraska as per the attached specifications for the contract period July 15, 2014 through July 14, 2015. The contract may be renewed for three (3) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

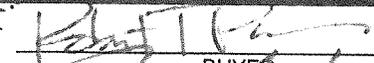
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization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

The contractor, by signature to the Request For Proposal, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: http://das.nebraska.gov/lb403/attestation_form.pdf
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract resulting from the Request for Proposal shall incorporate the following documents:

OK 6/13/14

BUYER
6/13/14
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

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

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P.O. Box 94847
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PAGE 2 of 6	ORDER DATE 06/10/14
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor' s proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a 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) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request For Proposal form and the Contractor' s proposal 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.
Once Requests for Proposal are opened they become the property of the State of Nebraska and will not be returned.

It is understood by the parties that in the State of Nebraska' s opinion, any limitation on the contractor' s liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section III and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied by the contractor' s bid response.

Vendor Contact: Brian Gubbels
Phone: 402-898-5000
Cellular: 402-699-1616
Fax: 402-733-7298
E-Mail: Brian@datashieldcorp.com

THIS IS THE FIRST RENEWAL OF THE CONTRACT AS AMENDED. (06/10/2014 ked)

AMENDMENT ONE (1) AS ATTACHED. (06/10/2014 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	AUBURN - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	230.0000	LB	0.1600	36.80
2	AURORA - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	139.0000	LB	0.1600	22.24
3	BEATRICE - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	35,691.0000	LB	0.1600	5,710.56
4	BELLEVUE - ON-SITE SECURE DOCUMENT SHREDDING	6,174.0000	LB	0.0500	308.70


BUYER INITIALS

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PAGE 3 of 6	ORDER DATE 06/10/14
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	101 lbs and up				
5	BLAIR - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	304.0000	LB	0.1600	48.64
6	BROKEN BOW - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	3,825.0000	LB	0.1600	612.00
7	CENTRAL CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	155.0000	LB	0.1600	24.80
8	COLUMBUS - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	5,641.0000	LB	0.1600	902.56
9	CRETE - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	191.0000	LB	0.1600	30.56
10	DAKOTA CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	2,710.0000	LB	0.1600	433.60
11	DAVID CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	156.0000	LB	0.1600	24.96
12	FAIRBURY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	1,393.0000	LB	0.1600	222.88
13	FALL CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	1,043.0000	LB	0.1600	166.88
14	FREMONT - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	14,271.0000	LB	0.1600	2,283.36
15	GENEVA - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	100.0000	LB	0.1600	16.00
16	GRAND ISLAND - ON-SITE SECURE	21,556.0000	LB	0.1600	3,448.96

BUYER INITIALS

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PAGE 4 of 6	ORDER DATE 06/10/14
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

CONTRACT NUMBER
56939 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	DOCUMENT SHREDDING 101 lbs and up				
17	HASTINGS - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	9,418.0000	LB	0.1600	1,506.88
18	HEBRON - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	386.0000	LB	0.1600	61.76
19	HOLDREDGE - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	774.0000	LB	0.2500	193.50
20	KEARNEY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	7,101.0000	LB	0.1600	1,136.16
21	LEXINGTON - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	528.0000	LB	0.1600	84.48
22	LINCOLN - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	488,469.0000	LB	0.0500	24,423.45
23	MADISON - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	456.0000	LB	0.1600	72.96
24	MC COOK - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	236.0000	LB	0.2500	59.00
25	NEBRASKA CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	2,868.0000	LB	0.1600	458.88
26	NORFOLK - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	30,995.0000	LB	0.1600	4,959.20
27	NORTH PLATTE - ON-SITE SECURE DOCUMENT SHREDDING	885.0000	LB	0.2500	221.25


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PAGE 5 of 6		ORDER DATE 06/10/14	
BUSINESS UNIT 9001		BUYER ROBERT THOMPSON (AS)	
VENDOR NUMBER: 4219729			

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	101 lbs and up				
28	OMAHA - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	131,582.0000	LB	0.0500	6,579.10
29	ORD - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	98.0000	LB	0.1600	15.68
30	PENDER - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	1,123.0000	LB	0.1600	179.68
31	PIERCE - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	308.0000	LB	0.1600	49.28
32	PLATTSMOUTH - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	100.0000	LB	0.1600	16.00
33	SEWARD - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	1,348.0000	LB	0.1600	215.68
34	TECUMSEH - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	14,948.0000	LB	0.1600	2,391.68
35	TEKAMAH - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	100.0000	LB	0.1600	16.00
36	WAHOO - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	592.0000	LB	0.1600	94.72
37	WAYNE - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	95.0000	LB	0.1600	15.20
38	WEST POINT - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	108.0000	LB	0.1600	17.28
39	WILBER - ON-SITE SECURE	100.0000	LB	0.1600	16.00


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PAGE 6 of 6	ORDER DATE 06/10/14
BUSINESS UNIT 9001	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
	DOCUMENT SHREDDING 101 lbs and up				
40	YORK - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	23,866.0000	LB	0.1600	3,818.56
41	ADDITIONAL LOCATIONS - ON-SITE SECURE DOCUMENT SHREDDING 101 lbs and up	1,000.0000	LB	0.2500	250.00
42	DEPARTMENT OF REVENUE ANNUAL ON-SITE DOCUMENT SHREDDING PROJECT	90,000.0000	LB	0.0395	3,555.00
43	MISCELLANEOUS SHREDDING - VHS TAPES, ID CARDS, CD'S, PLASTIC CARDS (50# MINIMUM)	200.0000	LB	0.5000	100.00
	Total Order				64,800.88

BUYER INITIALS

AMENDMENT ONE
Contract 5693904
On-Site Secure Document Shredding for the State of Nebraska
Between
The State of Nebraska and Datashield Corporation

This Amendment (the "Amendment") is made by the State of Nebraska and Datashield, parties to Contract 5693904 (the "Contract"), and upon mutual agreement and other valuable consideration the parties agree to and hereby amend the contract as follows:

1. Effective July 15, 2014, Lines one (1) through forty one (41) are hereby replaced and superseded per Attachment A, attached hereto.

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.

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

State of Nebraska
By: _____

Name: BO BOTELHO

Title: MATERIAL ADMINISTRATOR

Date: 6/13/14

Contractor: Datashield Corporation
By: _____

Name: Brian A. Giddals

Title: President

Date: 6-6-14

ATTACHMENT A

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
1	AUBURN - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	230	LB	\$ 0.1600
2	AURORA - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	139	LB	\$ 0.1600
3	BEATRICE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	35,691	LB	\$ 0.1600
4	BELLEVUE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	6,174	LB	\$ 0.0500
5	BLAIR - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	304	LB	\$ 0.1600
6	BROKEN BOW - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	3,825	LB	\$ 0.1600
7	CENTRAL CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	155	LB	\$ 0.1600
8	COLUMBUS - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	5,641	LB	\$ 0.1600
9	CRETE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	191	LB	\$ 0.1600
10	DAKOTA CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	2,710	LB	\$ 0.1600
11	DAVID CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	156	LB	\$ 0.1600
12	FAIRBURY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	1,393	LB	\$ 0.1600
13	FALL CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	1,043	LB	\$ 0.1600
14	FREMONT - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	14,271	LB	\$ 0.1600
15	GENEVA - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	100	LB	\$ 0.1600
16	GRAND ISLAND - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	21,556	LB	\$ 0.1600
17	HASTINGS - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	9,418	LB	\$ 0.1600
18	HEBRON - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	386	LB	\$ 0.1600

19	HOLDREDGE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	774	LB	\$ 0.2500
20	KEARNEY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	7,101	LB	\$ 0.1600
21	LEXINGTON - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	528	LB	\$ 0.1600
22	LINCOLN - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	488,469	LB	\$ 0.0500
23	MADISON - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	456	LB	\$ 0.1600
24	MC COOK - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	236	LB	\$ 0.2500
25	NEBRASKA CITY - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	2,868	LB	\$ 0.1600
26	NORFOLK - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	30,995	LB	\$ 0.1600
27	NORTH PLATTE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	885	LB	\$ 0.2500
28	OMAHA - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	131,582	LB	\$ 0.0500
29	ORD - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	98	LB	\$ 0.1600
30	PENDER - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	1,123	LB	\$ 0.1600
31	PIERCE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	308	LB	\$ 0.1600
32	PLATTSMOUTH - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	100	LB	\$ 0.1600
33	SEWARD - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	1,348	LB	\$ 0.1600
34	TECUMSEH - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	14,948	LB	\$ 0.1600
35	TEKAMAH - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	100	LB	\$ 0.1600
36	WAHOO - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	592	LB	\$ 0.1600
37	WAYNE - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	95	LB	\$ 0.1600
38	WEST POINT - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	108	LB	\$ 0.1600
39	WILBER - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	100	LB	\$ 0.1600

40	YORK - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	23,866	LB	\$ 0.1600
41	Additional Locations - ON-SITE SECURE DOCUMENT SHREDDING 101 LBS & UP	1,000	LB	\$ 0.2500

**CITY OF LINCOLN-LANCASTER COUNTY, NEBRASKA and
LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION
CONTRACT AGREEMENT**

THIS CONTRACT, made and entered into by and between **Datashield Corporation, 1528 N. 16th Street, Omaha, NE 68110**, hereinafter called "Contractor", and the City of Lincoln, Nebraska, a municipal corporation, and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, and the Lincoln-Lancaster County Public Building Commission hereinafter called the "Owners".

WHEREAS, Neb. Rev. Stat. § 23-3109(1)(d)(iii) allows for waiver of bidding requirements when the price has been established by a cooperative purchasing agreement by which supplies, equipment, or services are procured in accordance with a contract established by another governmental entity or group of governmental entities if the contract was established in accordance with the laws and regulations applicable to the establishing governmental entity or, if a group, the lead governmental entity; and

WHEREAS, Lincoln Municipal Code §2.18.030(c) allows the City of Lincoln to join with other units of government for cooperative purchasing; and

WHEREAS, the Owners through local inter-governmental cooperative purchasing have chosen to participate in the contract between the **State of Nebraska and Datashield Corporation - Contract No. 56939 04 for On-Site Secure Document Shredding**, which was prepared in accordance with the State's usual and customary laws, procedures and policies, and has approved and adopted said documents connected with said, Work, to-wit:

for all labor, training, materials and equipment necessary to provide on-site secure document shredding services for the Owners' various departments, agencies and divisions as the Owners may determine in compliance with the prices as established via the Contract between the **State of Nebraska and Datashield Corporation, Contract Number 56939 04**, executed by the State of Nebraska on July 15, 2013.

WHEREAS, the Contractor, in response to the Owners' request to participate in said State of Nebraska contract, has submitted to the Owners, an offer approving Owners participation under the same pricing structure, terms and conditions as the State of Nebraska, with only those exceptions stated herein; and

WHEREAS, the State of Nebraska, in the manner usual and customary to their laws, policies and procedures has opened, read, examined, and canvassed the Proposals submitted in response to the proposal request, and as a result of such canvass has determined and declared the Contractor to be the lowest responsible bidder for the said Work for the sum or sums named in the contract between the State of Nebraska and Datashield, Contract Number 56939 04, executed July 15, 2013, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the Owners hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities necessary to provide document shredding services for the Owner's various departments, agencies and divisions as the Owners may determine.
2. Term of the Contract. The initial term of this contract is for a period beginning July 15, 2013 through July 14, 2014.
 - 2.1 Upon conclusion of the initial term, the contract may be renewed on a yearly basis with mutual written agreement by both parties for an additional four (4), one (1) year terms.
 - 2.2 If renewal of the contract for the additional term is not desirable by either one of the parties, that party shall give written notice to the other of its intent to terminate the contract by not less than thirty (30) days prior to the expiration of the initial agreement period.
 - 2.3 Any renewal of the contract will be under the same terms and conditions as the original agreement.

3. Pricing. Pricing for these services will be pursuant the State of Nebraska and Datashield Corporation, Contract Number 56939 04, executed July 15, 2013.

The Owners will pay for products/service, according to the Line Item pricing as listed in Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract. The Owners shall order on an as- needed basis for the duration of the contract. The total cost of products or services for County agencies shall not exceed \$7,180.00 during the contract term without approval by the Board of Commissioners. The total cost of products or services for City Departments shall not exceed \$7,180.00 during the contract term without approval. The total cost of products or services for the Public Building Commission shall not exceed \$7,180.00 during the contract term without approval by the Board of the Public Building Commission.

4. Independent Contractor. It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owners and employees of the Owners shall not be deemed to be employees of the Contractor. The Contractor and the Owners shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owners' employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.
5. Indemnification. The Contractor shall indemnify and hold harmless the Owners (City of Lincoln, Lincoln-Lancaster County Public Building Commission, and Lancaster County), their agents, principals, officers, and employees from and against all claims, demands, suits, actions, payments, liabilities, judgments and expenses (including court-ordered attorneys' fees), arising out of or resulting from the direct acts or omissions of the Contractor, its principals, officers, agents, or employees in the performance of this contract. Liability includes any claims, damages, losses, and expenses arising out of or resulting from performance of this contract that results in any claim for damage whatsoever including any bodily injury, civil rights liability, sickness, disease, or damage to or destruction of tangible property, including the loss of use resulting therefrom. Further, Contractor shall maintain a policy or policies of insurance (or a self-insurance program), sufficient in coverage and amount to pay any judgments or related expenses from or in conjunction with any such claims. Nothing in this contract shall require either party to indemnify or hold harmless the other party from liability for the negligent or wrongful acts or omissions of said other party or its principals, officers, or employees.
6. Equal Employment Opportunity. In connection with the carrying out of this project, the Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
7. Owner Inclusion. It is understood and agreed by all parties that "Owner/s" shall include the City of Lincoln, the Lincoln-Lancaster County Public Building Commission, and Lancaster County, Nebraska. Whenever in the Contract documents, including the instructions to bidders, specifications, insurance requirements, bonds, and terms and conditions of any other documents which are a part of the Contract, a singular entity is referenced (i.e., "the City" or "the County" or "the Lincoln-Lancaster County Public Building Commission") it shall mean the "Owners" encompassing the City of Lincoln, and the County of Lancaster, Nebraska, and the Lincoln-Lancaster County Public Building Commission.

8. Termination. This Contract may be terminated by the following:
- 8.1 Termination for Convenience. Either party may terminate this Contract upon fourteen (14) days written notice to the other party for any reason without penalty.
 - 8.2 Termination for Cause. The Owners may terminate the Contract for cause if the Contractor:
 - 8.2.1 Refuses or fails to supply the proper labor, materials and equipment necessary to provide services.
 - 8.2.2 Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 8.2.3 Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owners will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
9. E-Verify. In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
10. The parties agree that the terms and conditions of this Contract shall prevail and govern in the case of any such inconsistent or additional terms in the Agreement between the **State of Nebraska and Datashield Corporation, Contract Number 56939 04 for On-Site Secure Document Shredding**.
11. Insurance. The Contractor shall maintain during the life of this contract the types and amounts of insurance as specified in the "Insurance Requirements for Lancaster County and City of Lincoln.

The Contract Documents comprise the Contract, and consist of the following:

1. Contract Agreement
2. State of Nebraska Contract Number 56939 04
3. Proposal
4. Insurance Certificate

This Contract Agreement, together with the other Contract Documents herein above mentioned, form this Contract, and are a part of the Contract as if hereto attached.

The Contractor and the Owners hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

EXECUTION BY THE CITY OF LINCOLN, NEBRASKA

ATTEST:

Terrance J. Meier
City Clerk



CITY OF LINCOLN, NEBRASKA

Vic Puckey
Police Chief

Approved by Directorial Order 10038

Dated 09/30/2013

LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION

Attest:

Rod Cooper
Public Building Commission Attorney

Larry Hudkins
Chairperson, Public Building Commission

Dated 10/15/2013

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

for [Signature]
County Law

The Board of County Commissioners of
Lancaster, Nebraska

[Signature]
[Signature]
[Signature]
[Signature]

Dated 10/8/13

EXECUTION BY CONTRACTOR

IF A CORPORATION:

ATTEST:

[Signature] (SEAL)
Secretary

Datashield Corporation

Name of Corporation

1528 N 16th; Omaha, NE 68110
(Address)

By: [Signature]
Duly Authorized Official

President
Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

Name of Organization

Type of Organization

(Address)

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Name

Address

Signature

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
301 Centennial Mall South, 1st Floor
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Telephone: (402) 471-2401
Fax: (402) 471-2089

PAGE 1 of 4	ORDER DATE 07/15/13
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	
VENDOR ADDRESS: DATASHIELD CORPORATION 1528 N 16TH ST OMAHA NEBRASKA 68110-2407	

CONTRACT NUMBER
56939 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

JULY 15, 2013 THROUGH JULY 14, 2014

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR 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 4422 Z1

Contract to provide On-Site Secure Document Shredding to the State of Nebraska, Department of Administrative Services - Recycling, for a period effective July 15, 2013 through July 14, 2014 with the option to renew in four (4), one (1) year periods as mutually agreed upon by all parties.

The State may request that payment be made electronically instead of by state warrant. ACH/EFT Enrollment Form can be found at: <http://www.das.state.ne.us/accounting/forms/achenrol.pdf>

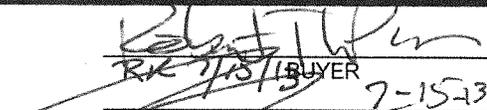
The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new employees physically performing services within the State of Nebraska. A federal immigration verification system mean the electronic verification of the work authorization 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 agency authorized to verify the work eligibility status of a newly hired employee.

The contractor certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract. If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at: www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation require to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

The contract shall incorporate the following previously submitted documents:

1. Contract Award;
2. Any Contract Amendments, in order of significance;
3. Any Request for Proposal Addenda and/or Amendments to include Questions and Answers;
4. The original RFP document;
5. The signed Request for Proposal form; and


7-15-13
BUYER
7-15-13
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
 301 Centennial Mall South, 1st Floor
 Lincoln, Nebraska 68508
 OR
 P.O. Box 94847
 Lincoln, Nebraska 68509-4847
 Telephone: (402) 471-2401
 Fax: (402) 471-2089

PAGE 2 of 4	ORDER DATE 07/15/13
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

CONTRACT NUMBER
56939 O4

6. The Contractor's Proposal.

Vendor Contact: Brian Gubbels
 Phone: 402-898-5000
 Cellular: 402-699-1616
 Fax: 402-733-7298
 E-Mail: Brian@datashieldcorp.com

(07/15/2013 ked)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	AUBURN - ON-SITE SECURE DOCUMENT SHREDDING	230.0000	LB	0.1195	27.49
2	AURORA - ON-SITE SECURE DOCUMENT SHREDDING	139.0000	LB	0.1195	16.61
3	BEATRICE - ON-SITE SECURE DOCUMENT SHREDDING	35,691.0000	LB	0.1195	4,265.07
4	BELLEVUE - ON-SITE SECURE DOCUMENT SHREDDING	6,174.0000	LB	0.0395	243.87
5	BLAIR - ON-SITE SECURE DOCUMENT SHREDDING	304.0000	LB	0.1195	36.33
6	BROKEN BOW - ON-SITE SECURE DOCUMENT SHREDDING	3,825.0000	LB	0.1195	457.09
7	CENTRAL CITY - ON-SITE SECURE DOCUMENT SHREDDING	155.0000	LB	0.1195	18.52
8	COLUMBUS - ON-SITE SECURE DOCUMENT SHREDDING	5,641.0000	LB	0.1195	674.10
9	CRETE - ON-SITE SECURE DOCUMENT SHREDDING	191.0000	LB	0.1195	22.82
10	DAKOTA CITY - ON-SITE SECURE DOCUMENT SHREDDING	2,710.0000	LB	0.1195	323.85
11	DAVID CITY - ON-SITE SECURE DOCUMENT SHREDDING	156.0000	LB	0.1195	18.64
12	FAIRBURY - ON-SITE SECURE DOCUMENT SHREDDING	1,393.0000	LB	0.1195	166.46
13	FALL CITY - ON-SITE SECURE DOCUMENT SHREDDING	1,043.0000	LB	0.1195	124.64


 BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

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PAGE 3 of 4	ORDER DATE 07/15/13
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

CONTRACT NUMBER
56939 O4

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
14	FREMONT - ON-SITE SECURE DOCUMENT SHREDDING	14,271.0000	LB	0.1195	1,705.38
15	GENEVA - ON-SITE SECURE DOCUMENT SHREDDING	100.0000	LB	0.1195	11.95
16	GRAND ISLAND - ON-SITE SECURE DOCUMENT SHREDDING	21,556.0000	LB	0.1195	2,575.94
17	HASTINGS - ON-SITE SECURE DOCUMENT SHREDDING	9,418.0000	LB	0.1195	1,125.45
18	HEBRON - ON-SITE SECURE DOCUMENT SHREDDING	386.0000	LB	0.1195	46.13
19	HOLDREDGE - ON-SITE SECURE DOCUMENT SHREDDING	774.0000	LB	0.1195	92.49
20	KEARNEY - ON-SITE SECURE DOCUMENT SHREDDING	7,101.0000	LB	0.1195	848.57
21	LEXINGTON - ON-SITE SECURE DOCUMENT SHREDDING	528.0000	LB	0.1195	63.10
22	LINCOLN - ON-SITE SECURE DOCUMENT SHREDDING	488,469.0000	LB	0.0395	19,294.53
23	MADISON - ON-SITE SECURE DOCUMENT SHREDDING	456.0000	LB	0.1195	54.49
24	MC COOK - ON-SITE SECURE DOCUMENT SHREDDING	236.0000	LB	0.1195	28.20
25	NEBRASKA CITY - ON-SITE SECURE DOCUMENT SHREDDING	2,868.0000	LB	0.1195	342.73
26	NORFOLK - ON-SITE SECURE DOCUMENT SHREDDING	30,995.0000	LB	0.1195	3,703.90
27	NORTH PLATTE - ON-SITE SECURE DOCUMENT SHREDDING	885.0000	LB	0.1195	105.76
28	OMAHA - ON-SITE SECURE DOCUMENT SHREDDING	131,582.0000	LB	0.0395	5,197.49
29	ORD - ON-SITE SECURE DOCUMENT SHREDDING	98.0000	LB	0.1195	11.71


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PAGE 4 of 4	ORDER DATE 07/15/13
BUSINESS UNIT 9000	BUYER ROBERT THOMPSON (AS)
VENDOR NUMBER: 4219729	

CONTRACT NUMBER
56939 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
30	PENDER - ON-SITE SECURE DOCUMENT SHREDDING	1,123.0000	LB	0.1195	134.20
31	PIERCE - ON-SITE SECURE DOCUMENT SHREDDING	308.0000	LB	0.1195	36.81
32	PLATTSMOUTH - ON-SITE SECURE DOCUMENT SHREDDING	100.0000	LB	0.1195	11.95
33	SEWARD - ON-SITE SECURE DOCUMENT SHREDDING	1,348.0000	LB	0.1195	161.09
34	TECUMSEH - ON-SITE SECURE DOCUMENT SHREDDING	14,948.0000	LB	0.1195	1,786.29
35	TEKAMAH - ON-SITE SECURE DOCUMENT SHREDDING	100.0000	LB	0.1195	11.95
36	WAHOO - ON-SITE SECURE DOCUMENT SHREDDING	592.0000	LB	0.1195	70.74
37	WAYNE - ON-SITE SECURE DOCUMENT SHREDDING	95.0000	LB	0.1195	11.35
38	WEST POINT - ON-SITE SECURE DOCUMENT SHREDDING	108.0000	LB	0.1195	12.91
39	WILBER - ON-SITE SECURE DOCUMENT SHREDDING	100.0000	LB	0.1195	11.95
40	YORK - ON-SITE SECURE DOCUMENT SHREDDING	23,866.0000	LB	0.1195	2,851.99
41	ADDITIONAL LOCATIONS - ON-SITE SECURE DOCUMENT SHREDDING	1,000.0000	LB	0.1195	119.50
42	DEPARTMENT OF REVENUE ANNUAL ON-SITE DOCUMENT SHREDDING PROJECT	90,000.0000	LB	0.0395	3,555.00
43	MISCELLANEOUS SHREDDING - VHS TAPES, ID CARDS, CD'S, PLASTIC CARDS (50# MINIMUM)	200.0000	LB	0.5000	100.00
Total Order					50,479.04


BUYER INITIALS